



SELAH CITY COUNCIL

Regular Meeting

March 11, 2025

5:30 p.m.: Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, Public Hearings, Ordinances and Resolutions
– will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.

A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: March 11, 2025
5:30 p.m.: Regular Meeting

City of Selah
115 W. Naches Ave.
Selah, WA 98942

Mayor and Interim
City Administrator:
Mayor Pro Tempore
and Councilmember:
Councilmembers:

Roger Bell

Kevin Wickenhagen
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
Michael Costello
David Monaghan
Rob Case
Courtney McGarity

City Attorney:
City Clerk:

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Darin Brown of Harvest Community Church**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each):
 - Pattie Graffe – SDA
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/Announcements**

- A. Community Pride Awards – Selah High School Boys and Girls Basketball Teams
- B. Introduction of New Police Officers – Branden Calahan and Brandon Jewett

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Courtney McGarity * Approval of Minutes from February 25, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rob Case * Resolution Approving Lease Between Selah School District and City of Selah
- D. Rob Case * Resolution Approving, and Authorizing the Mayor to Sign, the Agreement for Yakima Valley Office of Emergency Management (YVOEM) and Reaffirming Selah’s Participation in YVOEM
- E. Rob Case * Resolution Approving Amendments to City’s Purchasing and Contracting Policy
- F. Rocky Wallace * Resolution Authorizing the Mayor to Sign “Task Order No. 2025-02” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Orchard Avenue Water Main Replacement Phase 1 Project
- G. Steve Zetz * Ordinance Amending Selah Municipal Code Section 11.023.010 to Adopt More Recent International Code Versions

11) **Public Hearings**

- A. Steve Zetz Closed-Record Public Hearing Re: Selah Vista Plat Phase 2, 3 and 4, and its Potential Approval Subject to Findings and Conditions

- 12) **General Business**
 - A. New Business – None
 - B. Old Business – None
- 13) **Resolutions**
 - A. Steve Zetz Resolution Approving the Selah Vista Plat Phase 2, 3 and 4, and Adopting the Planning Commission’s Findings and Conditions of Approval
- 14) **Ordinances**
 - A. Rob Case Ordinance Repealing Selah Municipal Code Chapter 4.30
- 15) **Reports/Announcements**
 - A. Departments
 - B. Councilmembers, personally and on behalf of committees and boards
 - C. City Attorney
 - D. Mayor or Presiding Officer, personally and on behalf of committees and board
- 16) **Closed Session – None**
- 17) **Executive Session – None**
- 18) **Adjournment**

Next Regular Meeting: March 25, 2025

Next Study Session: April 8, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/11/2025

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from February 25, 2025 Council Meeting

From: Courtney McGarity, City Clerk

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken: None**

City of Selah City Council
Regular Meeting Minutes
February 25, 2025

Call to Order

Mayor Bell called the meeting to order at 5:30 p.m.

Roll Call

Councilmembers Present: William Longmire, Jared Iverson, Clifford Peterson, Kevin Wickenhagen, David Monaghan

Councilmembers Absent: Michael Costello, Elizabeth Marquis

Staff Present: Rob Case, City Attorney; Dustin Soptich, Police Chief; Rocky Wallace, Public Works Director; Steve Zetz, Community Development Supervisor; Zack Schab, Recreation + Tourism Manager; Kimberly Grimm, Finance Director; Courtney McGarity, City Clerk

Staff Absent: Rich Huebner, City Administrator; Jim Lange, Fire Chief

Pledge of Allegiance was said by all in attendance

Invocation

Don Cline of Selah Bible Baptist Church provided prayer.

Pre-Arranged Oral Comments from the Public

- Pattie Graffe – SDA

Proclamations/Announcements

- Community Pride Award – Mario Lamas

Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Mayor Bell presented the stipulations of the Consent Agenda.

Approved Consent Agenda

- A. Courtney McGarity * Approval of Minutes from February 11, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll

- | | | |
|----|-----------------|--|
| C. | Jennifer Leslie | * Approval of Minutes from January 18, 2025 Planning Commission Meeting |
| D. | Chief Soptich | * Resolution Authorizing the Mayor to Sign a 1-Year Interlocal Agreement (ILA) with the City of Sunnyside for Corrections/Detention Services through 2025 |
| E. | Rocky Wallace | * Resolution to Retroactively Authorize the Mayor and City Attorney to Sign "Contract Number PC25-96103-037" between the City and the Washington State Public Works Board, in order for the City to Obtain Financing for the City's Hillcrest Water Main Replacement Project |

Councilmember Wickenhagen moved to approve the Consent Agenda. Councilmember Monaghan seconded. Mayor Bell asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion and approve the Consent Agenda. Motion carries by voice vote.

New Business

- 12.1 Rob Case Ordinance Repealing Selah Municipal Code Chapter 4.30

Mr. Case presented each item for Council's information only, and this item will be presented for action at the 3/11 meeting.

Staff Reports/Announcements

The following staff members provided a department report:

- Zack Schab, Recreation + Tourism Manager
- Steve Zetz, Community Development Supervisor
- Police Chief, Dustin Soptich
- Rocky Wallace, Public Works Director
- Kimberly Grimm, Finance Director
- Courtney McGarity, City Clerk

Councilmember Reports

- Councilmember Longmire – SPRSA: Pool Clean Up Day scheduled for 5/3
- Councilmember Iverson – Will attend the Chamber meeting on 2/26
- Councilmember Peterson – SPRSA: Website has been updated; pool rental reservations will open to City of Selah residents 5/1-5/23
- Councilmember Wickenhagen – Update on City Action Days
- Councilmember Monaghan – Will attend YVCOG on 2/26

City Attorney Report

Attended City Action Days which included a session on Public Safety/Public Defense Standards; Explanation on agenda item 10E and the signing process.

Mayor's Report

Attended City Action Days and discussed priority of projects; Upcoming DC trip in April with a team from Yakima County and plans to pitch the extension of Naches Ave as well as discuss PD/City Hall build; YVCOG visited DC and highlighted the Fruity Pebbles project; City Council Workshop is scheduled for 3/28 from 9am-4pm.

Executive Session – RCW 42.30.110(i); RE: Potential Litigation

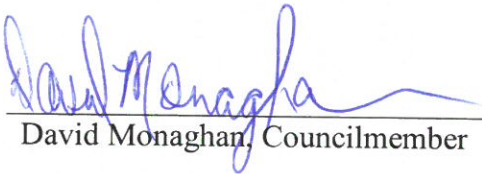
Entering into Executive Session at 6:20 p.m. to end at 6:50 p.m.

Executive Session ended at 6:50 p.m. with no decisions made/no votes taken.

Adjournment

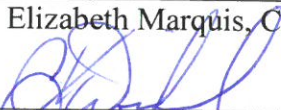
Councilmember Wickenhagen moved to adjourn the meeting. Councilmember Monaghan seconded. Mayor Bell adjourned.

Meeting ended at 6:51 p.m.


David Monaghan, Councilmember

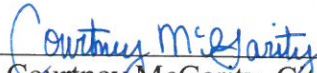
ABSENT

Elizabeth Marquis, Councilmember

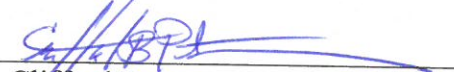

Kevin Wickenhagen, Councilmember


Jared Iverson, Councilmember

ATTEST:


Courtney McGarity, City Clerk


Roger Bell, Mayor


Clifford Peterson, Councilmember

ABSENT

Michael Costello, Councilmember


William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/11/2025

Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

CHECK REGISTER

City Of Selah

Time: 10:32:09 Date: 03/06/2025

03/07/2025 To: 03/07/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1317	03/07/2025	Payroll	1	EFT		909.53	Feb 1-28 2025 Pay Period
1318	03/07/2025	Payroll	1	EFT		220.42	Feb 1-28 2025 Pay Period
1319	03/07/2025	Payroll	1	EFT		295.42	Feb 1-28 2025 Pay Period
1321	03/07/2025	Payroll	1	EFT		295.42	Feb 1-28 2025 Pay Period
1322	03/07/2025	Payroll	1	EFT		295.42	Feb 1-28 2025 Pay Period
1323	03/07/2025	Payroll	1	EFT		295.42	Feb 1-28 2025 Pay Period
1325	03/07/2025	Payroll	1	EFT		2,114.41	Feb 16-28 2025 Pay Period
1326	03/07/2025	Payroll	1	EFT		1,823.97	Feb 16-28 2025 Pay Period
1327	03/07/2025	Payroll	1	EFT		2,197.68	Feb 16-28 2025 Pay Period
1328	03/07/2025	Payroll	1	EFT		2,071.86	Feb 16-28 2025 Pay Period
1329	03/07/2025	Payroll	1	EFT		3,079.98	Feb 16-28 2025 Pay Period
1330	03/07/2025	Payroll	1	EFT		2,016.02	Feb 16-28 2025 Pay Period
1331	03/07/2025	Payroll	1	EFT		2,191.29	Feb 16-28 2025 Pay Period
1332	03/07/2025	Payroll	1	EFT		2,221.75	Feb 16-28 2025 Pay Period
1333	03/07/2025	Payroll	1	EFT		57.04	Feb 16-28 2025 Pay Period
1336	03/07/2025	Payroll	1	EFT		1,825.20	Feb 16-28 2025 Pay Period
1337	03/07/2025	Payroll	1	EFT		2,217.99	Feb 16-28 2025 Pay Period
1338	03/07/2025	Payroll	1	EFT		4,442.36	Feb 16-28 2025 Pay Period
1339	03/07/2025	Payroll	1	EFT		2,358.50	Feb 16-28 2025 Pay Period
1340	03/07/2025	Payroll	1	EFT		3,089.72	Feb 16-28 2025 Pay Period
1341	03/07/2025	Payroll	1	EFT		2,205.31	Feb 16-28 2025 Pay Period
1342	03/07/2025	Payroll	1	EFT		2,788.25	Feb 16-28 2025 Pay Period
1343	03/07/2025	Payroll	1	EFT		2,084.21	Feb 16-28 2025 Pay Period
1344	03/07/2025	Payroll	1	EFT		2,093.98	Feb 16-28 2025 Pay Period
1345	03/07/2025	Payroll	1	EFT		119.63	Feb 16-28 2025 Pay Period
1348	03/07/2025	Payroll	1	EFT		104.57	Feb 16-28 2025 Pay Period
1349	03/07/2025	Payroll	1	EFT		893.62	Feb 16-28 2025 Pay Period
1350	03/07/2025	Payroll	1	EFT		2,484.80	Feb 16-28 2025 Pay Period
1351	03/07/2025	Payroll	1	EFT		2,278.61	Feb 16-28 2025 Pay Period
1352	03/07/2025	Payroll	1	EFT		2,037.07	Feb 16-28 2025 Pay Period
1353	03/07/2025	Payroll	1	EFT		3,621.59	Feb 16-28 2025 Pay Period
1355	03/07/2025	Payroll	1	EFT		2,513.05	Feb 16-28 2025 Pay Period
1356	03/07/2025	Payroll	1	EFT		112.46	Feb 16-28 2025 Pay Period
1358	03/07/2025	Payroll	1	EFT		2,134.25	Feb 16-28 2025 Pay Period
1359	03/07/2025	Payroll	1	EFT		3,850.79	Feb 16-28 2025 Pay Period
1360	03/07/2025	Payroll	1	EFT		1,950.92	Feb 16-28 2025 Pay Period
1361	03/07/2025	Payroll	1	EFT		199.44	Feb 16-28 2025 Pay Period
1362	03/07/2025	Payroll	1	EFT		1,861.59	Feb 16-28 2025 Pay Period
1363	03/07/2025	Payroll	1	EFT		2,050.23	Feb 16-28 2025 Pay Period
1364	03/07/2025	Payroll	1	EFT		2,424.83	Feb 16-28 2025 Pay Period
1366	03/07/2025	Payroll	1	EFT		1,936.33	Feb 16-28 2025 Pay Period
1367	03/07/2025	Payroll	1	EFT		253.52	Feb 16-28 2025 Pay Period
1368	03/07/2025	Payroll	1	EFT		2,346.09	Feb 16-28 2025 Pay Period
1369	03/07/2025	Payroll	1	EFT		4,074.78	Feb 16-28 2025 Pay Period
1370	03/07/2025	Payroll	1	EFT		1,935.17	Feb 16-28 2025 Pay Period
1371	03/07/2025	Payroll	1	EFT		44.86	Feb 16-28 2025 Pay Period
1372	03/07/2025	Payroll	1	EFT		59.80	Feb 16-28 2025 Pay Period
1373	03/07/2025	Payroll	1	EFT		117.24	Feb 16-28 2025 Pay Period
1375	03/07/2025	Payroll	1	EFT		2,052.95	Feb 16-28 2025 Pay Period
1376	03/07/2025	Payroll	1	EFT		1,852.48	Feb 16-28 2025 Pay Period
1377	03/07/2025	Payroll	1	EFT		3,504.73	Feb 16-28 2025 Pay Period
1378	03/07/2025	Payroll	1	EFT		2,350.44	Feb 16-28 2025 Pay Period
1379	03/07/2025	Payroll	1	EFT		53.87	Feb 16-28 2025 Pay Period
1380	03/07/2025	Payroll	1	EFT		2,199.79	Feb 16-28 2025 Pay Period
1381	03/07/2025	Payroll	1	EFT		3,896.75	Feb 16-28 2025 Pay Period
1382	03/07/2025	Payroll	1	EFT		3,028.44	Feb 16-28 2025 Pay Period
1383	03/07/2025	Payroll	1	EFT		2,005.85	Feb 16-28 2025 Pay Period
1384	03/07/2025	Payroll	1	EFT		2,081.68	Feb 16-28 2025 Pay Period
1385	03/07/2025	Payroll	1	EFT		2,451.96	Feb 16-28 2025 Pay Period
1386	03/07/2025	Payroll	1	EFT		2,833.02	Feb 16-28 2025 Pay Period

CHECK REGISTER

City Of Selah

Time: 10:32:09 Date: 03/06/2025

03/07/2025 To: 03/07/2025

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Kathryn L Davis
Payroll Specialist

Kimberly Gumm
Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/25/2025

Time: 16:05:41 Date: 03/06/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3381	03/04/2025	03/11/2025 1627	Amazon Capital Services	69.30	Invoice #1XQV-Y7TC-7746
3424	03/05/2025	03/11/2025 1627	Amazon Capital Services	5,035.96	Invoice #17C4-V69J-DKCY
3425	03/05/2025	03/11/2025 1633	Anatek Labs	156.00	Invoice #2503924, 2504092, 2504345, 2504416
3426	03/05/2025	03/11/2025 1652	Autozone	16.58	Invoice #03720383727
3427	03/05/2025	03/11/2025 1652	Autozone	64.97	Invoice #03720384040
3428	03/05/2025	03/11/2025 1652	Autozone	86.87	Invoice #03720384043
3435	03/05/2025	03/11/2025 1653	Axon Enterprise, Inc	16,820.92	Body Cams INUS328307
3356	03/03/2025	03/11/2025 1663	Basin Disposal Of Yakima, LLC	93,223.47	Invoice #5523052
3375	03/04/2025	03/11/2025 1083	Bell, Roger L	146.76	Invoice #218-20
3466	03/06/2025	03/11/2025 1706	Card Service Center	605.58	Invoice #1918 Feb 2025
3353	02/24/2025	03/11/2025 1710	Cascade Natural Gas Corp	1,053.33	Feb PD Gas 6602220000 1
3422	03/05/2025	03/11/2025 1716	Centerpoint Language Services	600.00	Invoice #8388
3467	03/06/2025	03/11/2025 1723	Centrisys Corporation	461.81	Invoice #PSI-35901
3462	03/05/2025	03/11/2025 1724	Centurylink - FD	162.54	Invoice #333827572 22025
3455	03/05/2025	03/11/2025 1727	Charter Communications	51.93	Invoice #176781401022125
3444	03/05/2025	03/11/2025 1734	Christensen, Inc.	679.42	Invoice #0676963-IN
3371	03/04/2025	03/11/2025 1742	City of Selah, Utilities	197.15	Invoice #10120 22025
3429	03/05/2025	03/11/2025 1742	City of Selah, Utilities	18,619.27	Invoice #17760, 17910, 29020, 26771, 2690,
3445	03/05/2025	03/11/2025 1742	City of Selah, Utilities	213.49	Invoice #23350 22025
3448	03/05/2025	03/11/2025 1742	City of Selah, Utilities	168.12	27430 PD Water Bill
3521	03/06/2025	03/11/2025 1742	City of Selah, Utilities	763.20	Invoice #27540 22025
3382	03/04/2025	03/11/2025 1749	Coleman Oil Company LLC	1,380.10	Invoice #INV-248133
3431	03/05/2025	03/11/2025 1763	Culligan Yakima	55.56	Invoice #1717287
3357	03/03/2025	03/11/2025 1777	Daniel Polage	9,000.00	Invoice #22025
3358	03/03/2025	03/11/2025 2654	Databar	4,286.03	Invoice #268749, 270181,270249
3359	03/03/2025	03/11/2025 3091	District & Municipal Court Judge Assoc.	330.00	Invoice #00088
3438	03/05/2025	03/11/2025 1808	Dooley Enterprises, Inc.	8,435.36	69535 Ammunition rifle & pistol, less lethal
3463	03/05/2025	03/11/2025 1833	Engravings Unlimited	24.37	Invoice #25228
3360	03/03/2025	03/11/2025 1842	FP Mailing Solutions	146.21	Invoice #RI106558408
3383	03/04/2025	03/11/2025 1843	Federal Express Corp.	8.88	Invoice #8-783-97807
3458	03/05/2025	03/11/2025 1853	First Responder Outfitters, Inc	1,601.78	14256-3, 15001-3, 15035-3, 15241-3, 14999-3, 14998-3, 14891-3 Uniforms
3461	03/05/2025	03/11/2025 1259	Fortner, Jeffrey J	104.00	Advance Travel
3454	03/05/2025	03/11/2025 1858	Frank's Point S	1,514.23	Invoice #1162652
3384	03/04/2025	03/11/2025 1883	HD Fowler Company	5,360.95	Invoice #I6936687
3432	03/05/2025	03/11/2025 2960	HD Supply	4,914.00	Invoice #850857418
3374	03/04/2025	03/11/2025 1890	Harris Office Equipment Inc	539.33	Invoice #17588
3354	02/24/2025	03/11/2025 1895	Helms Hardware Company	4.32	Invoice 842116 new Vehicle Key
3361	03/03/2025	03/11/2025 1895	Helms Hardware Company	21.91	Invoice #842131
3385	03/04/2025	03/11/2025 1895	Helms Hardware Company	14.92	Invoice #841648

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/25/2025

Time: 16:05:41 Date: 03/06/2025

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3386	03/04/2025	03/11/2025 1895	Helms Hardware Company	10.82	Invoice #841409
3387	03/04/2025	03/11/2025 1895	Helms Hardware Company	6.81	Invoice #841495
3388	03/04/2025	03/11/2025 1895	Helms Hardware Company	98.47	Invoice #841541
3389	03/04/2025	03/11/2025 1895	Helms Hardware Company	218.30	Invoice #841590
3390	03/04/2025	03/11/2025 1895	Helms Hardware Company	33.28	Invoice #841639
3391	03/04/2025	03/11/2025 1895	Helms Hardware Company	8.26	Invoice #841680
3392	03/04/2025	03/11/2025 1895	Helms Hardware Company	46.64	Invoice #841684
3393	03/04/2025	03/11/2025 1895	Helms Hardware Company	375.11	Invoice #841907
3394	03/04/2025	03/11/2025 1895	Helms Hardware Company	41.01	Invoice #841985
3395	03/04/2025	03/11/2025 1895	Helms Hardware Company	12.48	Invoice #841987
3396	03/04/2025	03/11/2025 1895	Helms Hardware Company	38.93	Invoice #841988
3397	03/04/2025	03/11/2025 1895	Helms Hardware Company	6.55	Invoice #841992
3398	03/04/2025	03/11/2025 1895	Helms Hardware Company	8.76	Invoice #842007
3399	03/04/2025	03/11/2025 1895	Helms Hardware Company	0.49	Invoice #842049
3400	03/04/2025	03/11/2025 1895	Helms Hardware Company	278.14	Invoice #842069
3401	03/04/2025	03/11/2025 1895	Helms Hardware Company	51.96	Invoice #842070
3402	03/04/2025	03/11/2025 1895	Helms Hardware Company	35.18	Invoice #842094
3403	03/04/2025	03/11/2025 1895	Helms Hardware Company	25.98	Invoice #842356
3404	03/04/2025	03/11/2025 1895	Helms Hardware Company	41.46	Invoice #842362
3405	03/04/2025	03/11/2025 1895	Helms Hardware Company	98.98	Invoice #842393
3406	03/04/2025	03/11/2025 1895	Helms Hardware Company	19.47	Invoice #842405
3407	03/04/2025	03/11/2025 1895	Helms Hardware Company	20.36	Invoice #842430
3408	03/04/2025	03/11/2025 1895	Helms Hardware Company	56.92	Invoice #842463
3409	03/04/2025	03/11/2025 1895	Helms Hardware Company	15.58	Invoice #842464
3410	03/04/2025	03/11/2025 1895	Helms Hardware Company	3.31	Invoice #842614
3411	03/04/2025	03/11/2025 1895	Helms Hardware Company	2.90	Invoice #842634
3412	03/04/2025	03/11/2025 1895	Helms Hardware Company	25.98	Invoice #842639
3413	03/04/2025	03/11/2025 1895	Helms Hardware Company	15.58	Invoice #842699
3414	03/04/2025	03/11/2025 1895	Helms Hardware Company	6.26	Invoice #842700
3415	03/04/2025	03/11/2025 1895	Helms Hardware Company	174.42	Invoice #842709
3447	03/05/2025	03/11/2025 1895	Helms Hardware Company	36.07	Invoice #842446, 842425
3518	03/06/2025	03/11/2025 1895	Helms Hardware Company	105.85	Invoice #842455
3416	03/04/2025	03/11/2025 1901	Independent Water Service, Inc.	462.33	Invoice #38828
3417	03/04/2025	03/11/2025 1901	Independent Water Service, Inc.	81.23	Invoice #R2503004
3450	03/05/2025	03/11/2025 1933	Jerry's Pest Service, LLC	347.64	Invoice #10036
3421	03/05/2025	03/11/2025 1939	Joel's Tire, LLC	44.40	Vehicle Maint 111190
3430	03/05/2025	03/11/2025 1941	John Deere Financial	242.42	Invoice #D99996/39
3469	03/06/2025	03/11/2025 3102	K's Coin Laundry	43.90	Invoice #6411-41
3433	03/05/2025	03/11/2025 1962	Kelley's Tele-Communications	164.20	Invoice #1010612803012025
3418	03/04/2025	03/11/2025 1979	LabTest	1,740.00	Invoice #24331

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/25/2025

Time: 16:05:41 Date: 03/06/2025

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3351	02/24/2025	03/11/2025	1989 Les Schwab Tires	916.39	Invoice 41800633556
3434	03/05/2025	03/11/2025	1989 Les Schwab Tires	345.47	Invoice #41800633814
3423	03/05/2025	03/11/2025	2639 Lightcurve	690.80	Invoice #100237848 2/25
3464	03/05/2025	03/11/2025	2639 Lightcurve	405.26	Invoice #100237838, 100237839, 100237840
3519	03/06/2025	03/11/2025	2639 Lightcurve	372.09	Invoice #100237837 FEB 2025
3451	03/05/2025	03/11/2025	2001 MES Service Company LLC	285.60	Invoice #IN2211292
3452	03/05/2025	03/11/2025	3100 MH Electric, Inc.	1,866.42	Invoice #11868
3362	03/03/2025	03/11/2025	2008 Margita A. Dornay, Attorney at Law	8,000.00	Invoice #42
3372	03/04/2025	03/11/2025	2017 Medstar Cabulance, Inc.	10,874.07	Invoice #ST 16-28 Feb 2025
3459	03/05/2025	03/11/2025	2956 Miracle Cleaners	36.77	Invoice #5086
3379	03/04/2025	03/11/2025	2384 Monaghan, David B	65.00	Invoice #1686, 1617
3443	03/05/2025	03/11/2025	3096 No Nuts Club	150.00	Feb 2025 Invoice
3436	03/05/2025	03/11/2025	2055 ODP Business Solutions, LLC	148.33	Invoice #413225213001, 413228245001
3441	03/05/2025	03/11/2025	2055 ODP Business Solutions, LLC	270.16	413046150001, 40857522001 Office Depot
3453	03/05/2025	03/11/2025	2055 ODP Business Solutions, LLC	350.16	Invoice #409382731001, 409385602001, 409385604001
3482	03/06/2025	03/11/2025	2059 One Call Concepts	21.06	Invoice #5029109
3363	03/03/2025	03/11/2025	2061 Operation Omni Janitorial Service	5,460.04	Invoice #328886
3506	03/06/2025	03/11/2025	2066 Oxarc, Inc.	24.61	Invoice #0061962199
3377	03/04/2025	03/11/2025	2107 Primary Electric & Design LLC	81.23	Invoice #7794
3520	03/06/2025	03/11/2025	2135 Ricoh USA, Inc.	47.50	Invoice #5070984118
3364	03/03/2025	03/11/2025	2138 Robert R. Northcott	300.00	Invoice #22025
3507	03/06/2025	03/11/2025	2161 Sea-Western, Inc.	539.82	Invoice #INVEV10849
3508	03/06/2025	03/11/2025	3103 Superior Custom Upholstery	378.70	Invoice #023706
3373	03/04/2025	03/11/2025	3093 Tegan, Zane	56.03	Invoice M-RES-2025-008
3440	03/05/2025	03/11/2025	2246 TransUnion Risk & Alternative	81.20	02502-1 TRANSUNION
3378	03/04/2025	03/11/2025	3094 Tree Top Store	54.15	Invoice #224
3456	03/05/2025	03/11/2025	3007 Uline	226.88	Invoice #29413526
3509	03/06/2025	03/11/2025	2261 Uniforms Northwest	1,332.09	Invoice #2776
3510	03/06/2025	03/11/2025	2268 Valley Septic Services LLC	435.00	Invoice #227121
3442	03/05/2025	03/11/2025	2269 Valvoline Instant Oil Change	260.18	38454, 38712, 38720, 38842
3365	03/03/2025	03/11/2025	2271 Verizon Wireless	549.12	Invoice #6105359173
3419	03/05/2025	03/11/2025	2271 Verizon Wireless	920.35	MDT Modems 610535895
3420	03/05/2025	03/11/2025	2271 Verizon Wireless	892.04	PD Cell Phones 6105359174
3465	03/05/2025	03/11/2025	2271 Verizon Wireless	324.68	Invoice #6105377899 22025
3468	03/06/2025	03/11/2025	2301 WA St Dept of Ecology Cashiering Unit	1,125.00	Invoice #LAU-WA-W665-25
3511	03/06/2025	03/11/2025	2301 WA St Dept of Ecology Cashiering Unit	7,172.50	Invoice #25-WA0021032B-1
3376	03/04/2025	03/11/2025	2537 WA State Treasurer	10,423.77	Invoice #Feb-25
3457	03/05/2025	03/11/2025	2299 Washington State Criminal Justice Traini	150.00	201140728 Invoice, SUIDI Training
3366	03/03/2025	03/11/2025	2305 Washington State Department of Licensing	312.00	Invoice #22025

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/25/2025

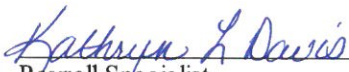
Time: 16:05:41 Date: 03/06/2025

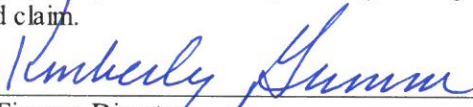
Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3514	03/06/2025	03/11/2025	2308	Washington State Department of Transportation - Ya	1,069.09 Invoice #RE 45 JE5032 L063, RE 45 JE5007 L306
3439	03/05/2025	03/11/2025	2311	Washington State Patrol	250.00 I2504533 CPL's
3370	03/04/2025	03/11/2025	1242	Wickenhagen, Charles K	45.00 Invoice #Feb2025
3367	03/03/2025	03/11/2025	2332	William Ervin	771.73 Invoice #21325, 22625
3516	03/06/2025	03/11/2025	2339	Yakima Cooperative Association	45.75 Invoice #465534
3517	03/06/2025	03/11/2025	2339	Yakima Cooperative Association	4,463.14 Invoice #157825 Feb 2025
3380	03/04/2025	03/11/2025	3095	Yakima County Elections	9,913.07 Invoice #yce2425
3460	03/05/2025	03/11/2025	3101	Yakima County Fire Commissioners	21,957.95 Invoice #SI-105051
3515	03/06/2025	03/11/2025	2353	Yakima County GIS	190.00 Invoice #Storm, Planning
3368	03/03/2025	03/11/2025	2354	Yakima County Prosecutor's	135.32 Invoice #Feb2025
3446	03/05/2025	03/11/2025	2372	Yakima Valley Polygraph LLC	250.00 Polygraph Jacobs
3369	03/03/2025	03/11/2025	2375	Yakima Valley Tourism	2,123.00 Invoice #22716, 15066
3512	03/06/2025	03/11/2025	2378	Yakima Worker Care	155.00 Invoice #48440
3513	03/06/2025	03/11/2025	2378	Yakima Worker Care	155.00 Invoice #48472
3449	03/05/2025	03/11/2025	3098	iSpyFire, Inc.	703.95 Invoice #3794

Report Total: 280,157.52

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.


Payroll Specialist


Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2024
Agenda Number: 10C

Action Item

Title: Resolution Approving Lease Between Selah School District and City of Selah

From: Rob Case, City Attorney

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: NA

Funding Source: N/A

Background/Findings/Facts: The Selah School District historically has, at least in recent years, installed temporary photographs and signs on a City-owned fence around graduation time of senior students in order to celebrate and advertise the students' graduation. A simple two-page Lease has been drafted (a copy of which is appended to the instant AIS) in order to allow the School to continue using the fence in such regard and to negate any potential confusion as to the School's legal right to do so. City administration recommends that the Lease be approved.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. 3189

RESOLUTION APPROVING LEASE BETWEEN SELAH SCHOOL DISTRICT AND CITY
OF SELAH

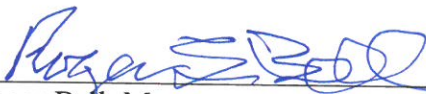
WHEREAS, the Selah School District historically has, at least in recent years, installed temporary photographs and signs on a City-owned fence around graduation time of senior students in order to celebrate and advertise the students' graduation; and

WHEREAS, a simple two-page Lease has been drafted in order to allow the School to continue using the fence in such regard and to negate any potential confusion as to the School's legal right to do so; and

WHEREAS, the City Council finds that good cause exists to approve the Lease;

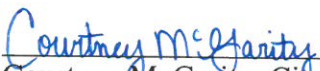
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor is authorized to sign the tw-page Lease in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of March, 2025.



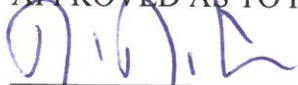
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

**LEASE BETWEEN
SELAH SCHOOL DISTRICT AND CITY OF SELAH**

This contractual Lease Between Selah School District and City of Selah (this or the "Lease") is entered into by and between the Selah School District (the "School") on the one part, and the municipal government entity of the City of Selah (the "City") on the other part.

Recitals

WHEREAS, the parties have had a mutually-beneficial relationship for a period of years, both in general and as to several specific things; and

WHEREAS, one specific thing that the School has historically done, at least in recent years, is to install temporary photographs and signs on a City-owned fence around graduation time of senior students in order to celebrate and advertise the students' graduation; and

WHEREAS, the parties desire to enter into this simple Lease in order to allow the School to continue using the fence in such regard and to negate any potential confusion as to the School's legal right to do so; and

NOW THEREFORE, the parties hereby agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated by this reference as operative terms of this Lease, as if each and every Recital is fully set forth within this paragraph 1.

2. **Lease.** The City hereby leases to the School the usage of the City-owned fence bordering the east side of Carlon Park along Wenas Avenue between the dates of May 1st and June 30th, inclusive, during each of the years of 2025, 2026 and 2027. The applicable annual lease payment owed by the School to the City shall be one dollar (\$1.00). The School may, directly or indirectly, install temporary photographs and/or signs on such fence in order to celebrate and advertise the graduation of senior students. The School shall be solely responsible for making, procuring, purchasing, installing and removing the photographs and signs. No photograph or sign shall be installed higher than or protruding above the top of the fence. The photographs and signs must be constructed of light-weight foam board, canvas or similar materials. The School shall be responsible and liable for any damage that occurs to the fence or any other City-owned asset due to installation or removal of the photographs and signs, or due to any other action undertaken by the School or on its behalf.

3. **Nature of Relationship.** The School and the City are, and will at all times remain, separate and distinct entities. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between the School and the City. Rather, the sole relationship is a contractual relationship governed by this Lease. There are no intended third-party beneficiaries to this Lease; however, as stated in paragraph 2 above, the School may directly or indirectly install the photographs and/or signs.

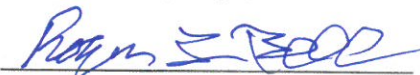
4. **Potential Termination by City.** This Lease shall become effective following the parties' mutual approvals and executions. The City's Mayor or his/her delegatee, if any, may terminate this Lease

by providing written notice to the School. In the event of termination, the School shall not be entitled to any refund nor any consequential and/or cover damages. The City's responsibility and liability for damage, as set forth in paragraph 2 above, shall and will survive termination of this Lease.

5. Savings in Event of Partial Invalidity. In the event that any aspect of this Lease and/or any transaction or occurrence hereunder is adjudged by a court of competent jurisdiction or determined by an auditing agency to be invalid or improper, such portion of the Lease shall be severed and the remainder shall, if possible, remain in full force and effect.

[End of Substantive Terms]

CITY OF SELAH ("City")

By: 
Roger Bell, Mayor

Dated: 3/11/2025

(following authorization and approval by the City Council)

SELAH SCHOOL DISTRICT ("School")

By: 

Dated: 2/28/25

Chris Scacco, Associate Superintendent



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2024

Agenda Number: 10D

Action Item

Title: Resolution Approving, and Authorizing the Mayor to Sign, the Agreement for Yakima Valley Office of Emergency Management (YVOEM) and Reaffirming Selah's Participation in YVOEM

From: Rob Case, City Attorney

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: If and when the federal government does not issue a full reimbursement for YVOEM's expenditures, Selah will be responsible for making a per capita contribution toward the unreimbursed expenditures (as well the other signatories to the Agreement).

Funding Source: 001 General Fund

Background/Findings/Facts: Selah has historically been a signatory-party to the Yakima Valley Office of Emergency Management (YVOEM), along with Yakima County and the other cities and towns located in the county. This has occurred via an interlocal agreement (or a similar, predecessor type of agreement).

By the bylaws of the YVOEM, the signatory-parties are required to approve respective Resolutions every five years in order to reaffirm their participation. In addition, the YVOEM Executive Board is asking that the Mayor sign a copy of the current interlocal agreement – which measures eight pages (including its Appendix A) and which is labeled Agreement for Yakima Valley Office of Emergency Management. A copy of the agreement is appended to this AIS.

City staff asks the City Council to approve the attached proposed Resolution, which will authorize the Mayor to sign the agreement and reaffirm Selah's participation in YVOEM.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. 3190

RESOLUTION APPROVING, AND AUTHORIZING THE MAYOR TO SIGN, THE
AGREEMENT FOR YAKIMA VALLEY OFFICE OF EMERGENCY MANAGEMENT
(YVOEM) AND REAFFIRMING SELAH'S PARTICIPATION IN YVOEM

WHEREAS, Selah has historically been a signatory-party to the Yakima Valley Office of Emergency Management (YVOEM), along with Yakima County and the other cities and towns located in the county. This has occurred via an interlocal agreement (or a similar, predecessor type of agreement);

WHEREAS, the bylaws of the YVOEM require the signatory-parties to approve respective Resolutions every five years in order to reaffirm their participation; and

WHEREAS, In addition, the YVOEM Executive Board is asking that the Mayor sign a copy of the current interlocal agreement – which measures eight pages (including its Appendix A) and which is labeled Agreement for Yakima Valley Office of Emergency Management; and

WHEREAS, the City Council finds that good cause exists;

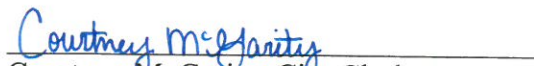
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the eight-page Agreement be and is approved, the Mayor be and is authorized to sign the Agreement in the form appended hereto, and Selah hereby reaffirms its participation in YVOEM.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of March, 2025.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

AGREEMENT FOR YAKIMA VALLEY OFFICE OF EMERGENCY MANAGEMENT

The Washington State RCW 38.52.070 provides for the establishment of a local organization for emergency management in which two or more political subdivisions may join for the establishment and operation thereof; and,

WHEREAS, the Board of County Commissioners of Yakima County, Washington and the executive heads of incorporated cities and towns within Yakima County, Washington have agreed to the joint operation of the emergency management organization as provided by the RCW 38.52; and,

WHEREAS, the declared purposes of this agreement are to provide for the preparation and carrying out of plans, including mock or practice drills, for responding to and the protecting of persons and property within this county in the event of a disaster or public safety incident, and to provide for the coordination of the emergency management functions of this county with other public agencies and affected private persons, corporations, and organizations; and,

WHEREAS, any expenditures made in connection with such emergency management activities, including mutual aid activities, and mock or practice drills, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of Yakima County and its participating, incorporated cities and towns; and,

WHEREAS, "emergency management" denotes the preparation for and the carrying out of emergency functions other than functions for which the military forces are primarily responsible, and the activities necessary or incidental to the preparation and for carrying out of these activities; now, therefore

BE IT HEREBY AGREED as follows:

OFFICE AND FUNDING

(A) A joint local organization pursuant to RCW 38.52.070 for emergency services was created in 1984 (terminology then changed to emergency management), to be composed of Yakima County, Washington and its participating incorporated cities and towns, to be known as the "Yakima Valley Office of Emergency Management (YVOEM d/b/a Yakima Valley Emergency Management)" to be administrated by the Emergency Management Executive Board.

(B) This joint organization shall continue its existence upon the approval of this agreement by the County Commissioners of Yakima County and the Council of any city or town. Thereafter any incorporated city or town may become a participating member upon the adoption of a resolution by its legislative body to that effect and agree to the provisions hereof and the deposit with the Emergency Services Director of Yakima Valley Office of Emergency Management a duly executed copy of this agreement.

(C) There is hereby established a special pooled fund to be administered by the Treasurer of Yakima County, which fund shall be known as the "Yakima Valley Office of Emergency Management Fund", into which shall be deposited funds received for the account of this joint organization and from which shall be paid all proper claims. The Emergency Services Director is empowered to authorize the payment of claims and expenses which are properly budgeted. The participating members' contributions to the

Yakima Valley Office of Emergency Management Fund shall be based upon a per capita charge of that portion of the Emergency Management Budget that is not reimbursed by the Federal Government through the State agency. The charges, determined by the Emergency Management Executive Board (EMEB), shall be payable by the 1st day of February of each calendar year, or made in four equal quarterly payments. The per capita charge shall be based on the latest official population estimates of the State Office of Financial Management. The cost of emergency functions above and beyond the permanent staff and facilities of the Yakima Valley Office of Emergency Management shall be borne by the participating subdivisions or members affected by such emergency and promptly remitted to the Yakima Valley Office of Emergency Management Fund, provided that the Emergency Services Director shall obtain approval from the executive head or his designee of the affected political subdivision prior to providing the services. In any case the EMEB cannot agree upon the proper division of cost, the matter shall be referred to by the State Emergency Management Council for arbitration; its decision shall be binding.

(D) In the event of an emergency resulting in the necessity for carrying out of emergency functions for the preservation and protection of lives and/or property, participating subdivisions when requested by YVOEM shall provide personnel support, resources, use and access to facilities, and properties under their ownership and/or use (to include any contracts or agreements) to facilitate response activities throughout Yakima County.

(E) An annual budget shall be prepared by the Emergency Services Director and approved by the YVOEM Executive Board.

(F) The YVOEM Executive Board shall review and approve proposed amendments to the annual agency budget including value(s) for contributed service(s), if any, and contracted Scopes of Work submitted by the Emergency Services Director.

(G) The YVOEM Executive Board shall be required to vote on any charge assessed on a member jurisdiction other than the annual per-capita budget.

(H) The YVOEM may enter into contracts, accept gifts, grants or loans of money, equipment or services from any lawful source and perform functions authorized by law to be performed by emergency management organizations.

EMERGENCY MANAGEMENT ORGANIZATION

Definitions:

Executive Head: The county executive in those charter counties with an elective office of county executive, however designated, and, in the case of other counties, the county legislative authority. In the case of cities and towns, it means the mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance. (RCW 38.52.010)

Chair: The chair shall preside over the meetings of the Board and has the full right to have one equal vote recorded in all deliberations of the Board.

Secretary: The Yakima Valley Office of Emergency Management Financial Specialist shall keep a record of all meetings of the Board and those records shall remain the property of the Board and be retained at such office as the Board may direct. In the absence of the Secretary from any meeting, the YVOEM planner shall fill the position, or a Pro Tempore alternate shall be appointed by the chair.

Emergency Services Director: The Emergency Services Director or designee shall lead all board meetings and is responsible for creating and disseminating an agenda for each Board meeting after consultation, as necessary, with the Chair and distributed by the Emergency Services Director within the minutes of the preceding Board meeting, to be received by the Board members at least five working days prior to the scheduled meeting date.

EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB)

Membership and positions. An executive board shall be formed consisting of one County Commissioner, the executive head or appointed representative from the member city/town with the largest population, three executive heads or appointed representatives from other member cities/towns and Yakima County Sheriff and/or designee. The Emergency Services Director will be ex-officio, non-voting member of the board. Board Members and a Chairman will be elected at the first meeting of the year and will serve a two-year term. Members of the board shall select an alternate member(s) as stipulated by their jurisdiction's policy/protocols and notify YVOEM of their appointees. A list of board positions and their alternates will be kept in Appendix A of this document.

- (A) Powers and Duties. The EMEB shall assist the Emergency Services director in preparation of the duties described herein. The EMEB shall review and approve assessed per capita charge and annual budget, and organizational/strategic plans. The EMEB shall be responsible for approving the process of hiring the Emergency Services Director. The EMEB shall be responsible for making decisions on the termination of the Emergency Services Director.
- (B) Quorum and Meetings. The EMEB shall meet at least quarterly. A quorum of the EMEB shall be a simple majority of the voting members. Members shall be considered present at the meeting if calling in through video/audio conference calling. The meeting date and time will be published by the Emergency Services Director or designee prior to the meeting. Other meetings of the EMEB shall be called by the Chairman or Vice-Chairman or by a majority of the members of the EMEB.

Yakima Country Emergency Services Director, POWERS, DUTIES, AND RESPONSIBILITIES

The Emergency Services Director shall be selected by a majority vote of the EMEB. The Emergency Services Director shall be responsible for the coordination and development of overall emergency management planning and regular training exercises. To ensure that quality Emergency Services are delivered to the community, the Emergency Services Director shall report activities to the EMEB and Emergency Management Council (EMC).

- (A) Subject to the direction of the EMC and EMEB, the Emergency Services Director is hereby empowered and directed:
 - (1) To provide an emergency management operating plan for Yakima County and its participating cities and towns, conforming to the state emergency management plan and program.

- (2) Administer emergency management activities in mitigation, preparedness, response, and recovery from major emergencies and disasters.
 - (3) Oversee preparation and implementation of the county's comprehensive emergency management plan, and hazard mitigation plan.
 - (4) To coordinate the effort of the emergency management organization for the accomplishment of the purposes of this resolution.
 - (5) To direct coordination and cooperation between divisions, services, and staff of the joint emergency management jurisdictions.
 - (6) To present the emergency management organizations of these cities in dealings with public or private agencies pertaining to emergency management and disasters.
 - (7) Conduct emergency operations exercises as may be required by law.
 - (8) To keep and maintain an inventory of goods, supplies and equipment of Yakima Valley Office of Emergency Management or in its custody including federal excess property on loan to the department with said inventory to specify the location of each item listed thereon.
 - (9) The Emergency Services Director will ensure that Emergency Services training meets the standard of care by overseeing the development of training and instruction to the providers. The Emergency Services Director or designee may respond to Emergency Medical Service calls to evaluate and/or assist with patient care.
 - (10) Upon request of the Incident Command the Emergency Services Director or designee will respond to public safety incidents to support Incident Commands or community needs.
- (B) In the event of a disaster, the Emergency Services Director and/or designee shall be empowered
- (1) To coordinate matters reasonably related to the protection of life and property as affected by such disaster.
 - (2) To activate the emergency operations center, as needed for coordination.
 - (3) To obtain vital supplies, equipment and such other resources as needed for the protection of life and property and response efforts for the communities within Yakima County and bind the participating members thereof and if required immediately, to commandeer the same for public use.
 - (4) To execute the special powers conferred upon the position by this agreement or by resolution adopted pursuant thereto, by powers conferred upon the position by statute, or by agreement approved by the EMC or other lawful authorities.
 - (5) To request necessary personnel or material from any county, city or town department or agency. Officers and employees of these counties, cities, and towns with those paid and volunteer forces enroll to aid them during a disaster, and groups, organizations, and persons who, by agreement or operation of law may be charged with duties incident to the protection of life and property in these counties, cities, and towns during disaster, shall constitute the emergency management organization of the counties, cities, and towns.
 - (6) Per RCW 38.52.070, The Emergency Services Director or his designee may enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster.
 - (7) To make emergency purchases in any amount following the guidance of Yakima County Resolution No. 328-2006 with approval from the Emergency Operations Center Executive/Policy Group. The Director will alert member jurisdictions and the board of any purchases in excess of the thresholds identified by the EMEB and YVOEM budget.

SERVICES TO BE PROVIDED TO PARTICIPATING SUBDIVISIONS

The Yakima Valley Office of Emergency Management shall provide service, equipment, and personnel to participating political subdivisions to assist them in effecting emergency operational plans and programs, to include the following:

- A. To provide an emergency management organization to coordinate operational activities and to minimize death, injury, and damages for periods before, during and after a natural disaster or human-caused disaster.
- B. To coordinate local emergency management planning with the federal government, State of Washington, neighboring counties, military organizations, and other support agencies.
- C. To provide for the effective utilization of resources within or from outside these jurisdictions to minimize the effects of disaster and to request assistance as needed through established emergency management channels, county to state, to federal.
- D. To recruit, register and identify personnel and to seek compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency management duty.
- E. To establish and maintain training and public information programs.
- F. To identify protection for the population against all known hazards.
- G. To provide emergency disaster control and coordination through the Yakima Valley Office of Emergency Management.
- H. To develop a system for warning the general public, and to provide information and guidance to the general public.
- I. To provide support for search and rescue operations.
- J. To perform normal office procedures, correspondence, and inventories.

DURATION

This agreement shall remain in full force and effects from date of adoption by the Yakima County Board of Commissioners and each respective incorporated city or town within Yakima County.

AGREEMENT UPDATES

YVOEM will be responsible for updating the terminology, responsibilities, and authorities of this agreement as needed and will review and re-adopt the agreement at the same time as the Comprehensive Emergency Management Plan update (every 5 years). WAC 118-30-40 requires a resolution adopting the Interlocal agreement for Emergency Management Services.

WITHDRAWAL

Any participating party to this agreement shall have the right to withdraw from this agreement by giving 180 days' notice in writing to the other parties.

PROPERTY DISPOSAL UPON MEMBER WITHDRAWAL OR AGREEMENT CANCELLATION

- (A) No real property ownership or acquisition is anticipated. Property, for the purpose of this section, refers to personal property only.
- (B) Federal or state-owned properties shall be disbursed in accordance with appropriate federal or state guidelines.
- (C) Items loaned to the Yakima Valley Office of Emergency Management by a participating member shall be returned to that member upon that member's withdrawal from this agreement, upon this agreement's cancellation or upon the expirations of this agreement.
- (D) Items owned by the Yakima Valley Office of Emergency Management and financed through per capita quarterly billings of serving members, or through federal or state funding shall be dispensed of as follows:
 - (1) Upon agreement of cancellation or expiration of the entire agreement, unspent funds shall be distributed on a current per capita basis to members.
 - (2) Upon the withdrawal of any or all cities or towns, such city or town shall be refunded any funds unspent from the preceding per capita billings. Properties owned by the Yakima Valley Office of Emergency Management will remain with Yakima Valley Office of Emergency Management and shall not be subject to disbursement.

Yakima County and the following incorporated towns and cities are Equal Opportunity Employers.

Appendix A: Board Members, Alternates, & Positions

Position	Elected Board Member	Alternate Board Member	Date Elected
Board Chair	Kyle Curtis Yakima County Commissioner	OPEN	-
Emergency Services Director	Tony Miller Director of Emergency Services	Mike McMullen Planner	N/A
Board Secretary	Pamela Brooks Financial Specialist	Nicole Parpart Grant Specialist/Planner	N/A
Board Position #1	Patricia Byers Mayor, City of Yakima	OPEN	-
Board Position #2	Mayor, City of Selah	OPEN	-
Board Position #3	Mayor, City of Zillah	OPEN	-
Board Position #4	Yakima Sheriff's Office	OPEN	-
AdHoc	Ray Lemoureux, Fire Chief Fire Chief's Representative	OPEN	-
AdHoc	Member of the Public	OPEN	

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2025.

CITY OF GRANDVIEW

Mayor

CITY OF GRANGER

Mayor

TOWN OF HARRAH

Mayor

CITY OF MABTON

Mayor

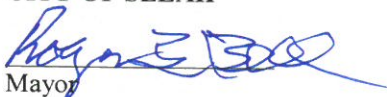
CITY OF MOXEE

Mayor

TOWN OF NACHES

Mayor

CITY OF SELAH


Mayor

CITY OF SUNNYSIDE

Mayor

CITY OF TIETON

Mayor

CITY OF TOPPENISH

Mayor

CITY OF UNION GAP

Mayor

CITY OF WAPATO

Mayor

CITY OF YAKIMA

Mayor

CITY OF ZILLAH

Mayor

BOARD OF YAKIMA COUNTY COMMISSIONERS

Chairman



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2024

Agenda Number: 10E

Action Item

Title: Resolution Approving Amendments to City's Purchasing and Contracting Policy

From: Rob Case, City Attorney

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: NA

Funding Source: N/A

Background/Findings/Facts: Both the State Auditor's Office (SAO) and the City's chief contracted engineering firm, HLA Engineering and Surveying, Inc. (HLA) have recommended that the City make a few substantive changes and additions to its preexisting Purchasing and Contracting Policy.

The Purchasing and Contracting Policy was first adopted on April 12, 2022 (via Resolution No. 2905). It was then amended on May 10, 2022 (via Resolution No. 2919).

Two copies of the Purchasing and Contracting Policy are appended to this AIS. One shows the now-under-consideration changes in redline and blue line editing marks, and the other shows the document in a "clean" format as if all changes are adopted and implemented.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. 3191

RESOLUTION APPROVING AMENDMENTS TO CITY'S PURCHASING AND
CONTRACTING POLICY

WHEREAS, the City's Purchasing and Contracting Policy was first adopted on April 12, 2022 (via Resolution No. 2905) and it was then amended on May 10, 2022 (via Resolution No. 2919); and

WHEREAS, both the State Auditor's Office (SAO) and the City's chief contracted engineering firm, HLA Engineering and Surveying, Inc. (HLA) have recommended that the City make a few substantive changes and additions to its preexisting Purchasing and Contracting Policy; and

WHEREAS, a proposed amended Purchasing and Contracting Policy has been drafted, and the to-be-effecuated changes were presented to the City Council via redline editing marks; and

WHEREAS, the City Council finds that good cause exists to approve the proposed amended Purchasing and Contracting Policy;

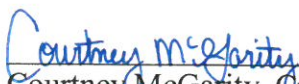
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the proposed amended Purchasing and Contracting Policy is hereby approved and adopted, and City admininstration shall omit the editing marks piror to dissementating the official amended version to City staff for their usage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of March, 2025.



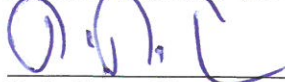
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



CITY OF SELAH

115 West Naches Ave
Selah, Washington 98942

P: 509-698-7328
F: 509-698-7338

PURCHASING AND CONTRACTING POLICY

A. The City Council is the Purchasing and Contracting Authority for the City.

The City's municipal code – specifically SMC 1.04.010 – recites, in relevant part, that the City is “a noncharter code city operating under the mayor-council plan of government under RCW Chapter 35A.12, endowed with all the applicable rights, powers, privileges, duties and obligations of noncharter code cities as set forth in Title 35A of the Revised Code of Washington”.

In turn, state law – specifically RCW 35A.12.190 – provides that “[t]he council of any code city organized under the mayor-council plan of government provided in this chapter shall have the powers and authority granted to the legislative bodies of cities governed by this title, as more particularly described in chapter 35A.11 RCW.” Furthermore, RCW 35A.11.010 provides, in relevant part, that the City acting “by and through its legislative body . . . may contract and be contracted with” and “may purchase, lease, receive, or otherwise acquire real and personal property of every kind”.

The City Council is the legislative body of the City. Thus, the City Council holds purchasing and contracting authority on behalf of the City. As recited in this Purchasing and Contracting Policy, the City Council will and does directly exercise such authority as to certain types of contracts, agreements and transactions, and, by contrast, will and does delegate specific and limited purchasing and contracting authority to the City's Department Heads.

B. Types of Contracts the City Council Must Approve.

The City Council must approve, via item-specific direct action (*e.g.*, Resolution or Ordinance) or via its adoption and/or amendment of the City's annual budget, the following types of contracts, agreements and transactions:

1. Those that are entered into following a formal sealed bid process, a competitive Request for Proposals (RFP) process, or other similar process;
2. Those that will exceed one year in duration, unless the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency;
3. Those that are entered into with a sole source vendor or provider, because no potential alternative vendor or provider exists;

4. Those that concern, in whole or in part, real estate title, occupancy or appurtenant interests or rights, including but not limited to purchases, sales, easements, deeds and leases;
5. Collective Bargaining Agreements (irrespective of label, title or form);
6. Interlocal Agreements (irrespective of label, title or form), unless the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency and provided further that any work or action by the City is within the normal scope of affairs for the involved City department(s);
7. Grant Agreements, unless the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency and provided further that any work or action by the City is within the normal scope of affairs for the involved City department(s);
8. Those that by law or regulation – whether federal, state or municipal – are required to be approved by the legislative body of the City;
9. Those that by their own terms are required to be approved by the legislative body of the City; and
10. Any amendment, change order or other modification – of a contract, agreement or transaction – that will result in a financial outlay by the City in excess of the amount previously established.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section B shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

C. Types of Contracts the City's Department Heads May Approve.

See Appendix 1. The City Council, via its adoption of this Purchasing and Contracting Policy, delegates specific and limited purchasing and contracting authority to the City's Department Heads to approve the following types of contracts, agreements and transactions:

1. Those that are for the purchase of goods and/or for the receipt of services at an aggregate maximum financial outlay by the City not exceeding fifteen thousand dollars (\$15,000.00) that will not be reimbursed by another governmental agency, subject to the restrictions and requirements of the City's Resolution No. 795, and further provided that sufficient monies are available per the applicable fund category of the City's annual budget and also that Department Heads may not artificially split or segregate goods and/or services into separate or successive contracts, agreements or transactions in an effort to circumvent the aggregate maximum financial outlay cap; and

2. Interlocal Agreements (irrespective of label, title or form) with another government entity to use that entity's small works roster and/or to obtain assistance on competitive bids, subject to the requirements of Chapter 39.34 RCW.
3. Interlocal Agreements (irrespective of label, title or form) and/or Grant Agreements where the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency and provided further that any work or action by the City is within the normal scope of affairs for the involved City department(s).

In the event of any actual or apparent conflict between this Section C and the preceding Section B and/or between **Appendix 1** and said Section B, Section B shall control and prevail.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section C shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

D. The City Complies with Laws Governing Procurement.

See Appendix 2 (second and third charts). State laws govern purchasing and contracting by cities, primarily Title 39 RCW and Title 35A RCW. These laws set dollar limits for soliciting quotes or conducting formal competitive processes. All dollar limits include freight, handling, and set-up, plus appropriate sales tax.

See Appendix 2 (first chart). When procuring goods and/or services via the use of federal funds or grants, the City may also be subject to federal procurement laws, including debarment and suspension regulations. Federal procurement standards are outlined in the Code of Federal Regulations (CFR), 2 CFR Part 200, including but not limited to Part 200.318-.327.

When federal funds or grants will be used: (1) The City should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered consistent with 2 CFR Part 200.321. (2) The City should, the greatest extent practicable and consistent with law, provide a preference from the purchase, acquisition, or use of goods, products, or materials produced in the United States, and language to such effect must be included in all subawards, contracts, and purchase orders, consistent with 2 CFR Part 200.322. (3) The City must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962, consistent with 2 CFR Part 200.323. (4) The City must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold, consistent with 2 CFR Part 200.324. (5) The City must comply with the federal agency or pass-through entity review process, consistent with 2 CFR Part 200.325. (6) The City must comply with the bonding requirements set forth in 2 CFR Part 200.326. (7) The City must comply with 2 CFR Part 200.327, which requires that contracts contain the applicable provisions set forth in Appendix II of 2 CFR Part 200, consistent with 2 CFR Part 200.327.

City employees are responsible for understanding and complying with applicable state and/or

federal laws when purchasing and contracting on behalf of the City. When both state and federal procurement laws are applicable and any difference exists with regard to an issue or process, City employees must follow and adhere to the more-restrictive law. City employees are encouraged to review the procurement reference materials available online from the Municipal Research and Services Center (MRSC).

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section D shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

E. Employees Must Follow Ethical Standards when Purchasing or Contracting.

City employees must follow the ethical standards established by and recited within the City's personnel policies and rules. City employees shall have no personal beneficial interest in any contract, agreement or transaction entered into by the City with a vendor of goods and/or provider of services, and, likewise, no beneficial interest in any closely-held (*i.e.*, not publicly-traded) entity, organization or association that provides goods and/or services to the City. City employees are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties to subcontractors.

City employees must timely report any suspected violation of any applicable ethical standard to the City Administrator, or to the State Auditor, for investigation. Any City employee found to have violated any applicable ethical standard may be subject to disciplinary action, up to and including termination of employment. Moreover, any City employee found to have violated any applicable ethical standard may also be liable to the City for monetary penalties as allowable by law, in addition to any civil or criminal liabilities or penalties that may be imposed by a court.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section E shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

F. Employees May Not Artificially Split or Segregate Purchases in an Effort to Circumvent Competitive Bidding Requirements.

City employees must not artificially split or segregate any project and/or action into separate or successive contracts, agreements or transactions in an effort to circumvent an applicable dollar cap threshold whereby a competitive bidding process is required.

City employees are encouraged to plan and forecast the need for identical or similar items within a calendar year that can be purchased at the same time to benefit from market competition and volume discounts.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of

the City in violation of this Section F shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

G. The City Encourages Cooperative Purchasing.

The City finds that using contracts competitively awarded by another public entity can, in some circumstances, increase logistical efficiencies and yield greater volume discounts.

The City encourages the use of cooperative purchasing in accordance with Chapter 39.34 RCW, provided that the public agency awarding the contract, agreement or transaction complies with its own procurement requirements and also publicly posts the corresponding bid or solicitation on the internet.

H. Employees Should Endeavor to Use Standard-Form Contracts.

To the extent practical, City employees should use standard-form contracts, agreements and/or transaction documents that have been prepared and/or previously approved by the City Attorney. Standard-form contracts, agreements and documents are designed to include terms and conditions that protect the City's interests and that comply with applicable laws and regulations.

Sometimes the City must use a template – for a contract, agreement or transaction document – that is mandated by a vendor, supplier, contractor or other involved party such as another governmental entity. In those circumstances, City employees shall submit the proposed template to the City Administrator for review. The City Administrator may seek further review and/or action by the City Attorney.

I. IT Purchases.

The City historically has, and presently still is, obtaining information technology (IT) services from an outside IT vendor rather than maintaining its own IT department or employees. To ensure effective and reliable security, support and compatibility, IT purchases must comply with the established standards of any outside IT vendor that the City is then using. City employees considering an IT purchase must seek and obtain advance suitability and compatibility approval for the IT system, software and/or component specifications from any outside IT vendor that the City is then using.

State law allows cities to make IT purchases through competitive negotiation rather than through competitive bidding (RCW 39.04.270). In some cases, it may be in the City's best interest to have IT procurements conducted directly by the outside IT vendor that the City is then using rather than the City conducting those procurements directly itself.

J. Types of Contracts that are Exempt from Competitive Solicitation and Bidding

Requirements.

The following types of contracts, agreements and transactions are exempt from competitive solicitation and bidding requirements (but not, by contrast, exempt from the other provisions of this Purchasing and Contracting Policy):

1. Those that are for the purchase of goods and/or for the receipt of services at an aggregate maximum financial outlay by the City not exceeding five thousand dollars (\$5,000.00), provided that City employees may not artificially split or segregate goods and/or services into separate or successive contracts, agreements or transactions in an effort to circumvent the aggregate maximum financial outlay cap;
2. Purchases of goods via auction (RCW 39.30.045);
3. Those that are for architectural and/or engineering services (Chapter 39.80 RCW);
4. Interlocal Agreements (Chapter 39.34 RCW);
5. Interfund Agreements.
6. Purchases of employment test materials and/or employment testing services;
7. Expert witness services for legal matters and/or proceedings;
8. Legal services, including but not limited to public defender services;
9. Those with Community Service Organizations for park improvements and/or maintenance (RCW 35.21.278);
10. Performance-based contracts for energy equipment (Chapter 39.35A RCW);
11. Emergency purchases (RCW 39.04.280), provided that the Mayor or a designee specified by the Mayor who is a current City employee must approve purchases during a federally declared disaster and further that such purchases must follow procedures that ensure compliance with federal and state regulations and FEMA guidelines for emergency purchasing and contracting; and
12. Those that are entered into with a sole source vendor or provider, because no potential alternative vendor or provider exists (RCW 39.04.280), provided that a sole-source procurement is permissible only if the written specification for the goods and/or services are such that only one respondent will reply (or there is only one source for the goods and/or services capable of meeting the needs of the City) and further that the specifications are material to the purpose of the purchase and not artificially written in an effort to circumvent the competitive solicitation and bidding requirements.

In the event of any actual or apparent conflict between this Section J and the preceding Section B,

Section B shall control and prevail.

K. Procuring Public Works (that are not small works) – Formal Bidding Process.

When the City desires to procure public works (that are not small works), City employees shall comply with the provisions of RCW 39.04.020. The plans, specifications, and estimates shall be approved by the Public Works Director or his/her delegatee, if any, and then an original copy thereof shall be filed in the Public Works Department's office. Consistent with RCW 35.23.352 (and RCW 35A.40.210), the work must occur pursuant to a contract let at public bidding upon publication of notice in the City's official newspaper at least 13 days prior to the last date upon which bids will be received. The notice shall state the nature of the work to be done, that plans and specifications are available for inspection, and that sealed bids must be filed with the City by the recited deadline. Each bid must be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond, for a sum not less than five percent of the amount of the bid. Received sealed bids shall be opened by the Public Works Director or his/her delegatee, if any, at the same time in a public setting. The lowest-bidding qualified bidder shall be selected to perform the work.

L. Small Works.

Informal Competition Process.

RCW 39.04.152 provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property.

For public work projects valued at or below \$350,000 excluding sales tax, the Small Works Roster may be used in lieu of formal bidding as authorized by RCW 39.04.152(1). Use of the Small Works Roster allows the City to waive the advertisement requirements of the formal competitive process. RCW 39.04.151 establishes a statewide small works roster through the Washington State Municipal Research Services Center (MRSC) for use by local governments. The City of Selah has contracted with MRSC to use its small works rosters for public works contracts valued at or below \$350,000.

1. Invitations for Quotations. Invitations for Quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.
2. Number of Quotations Solicited. Quotations shall be solicited from all, or at least five (5), appropriate contractors and/or vendors.
3. Other requirements still apply. Contractors and/or vendors selected from the Small Works Roster are not relieved from observing applicable legal requirements such as Contract Bond, Prevailing Wage, Retainage, etc.

4. Quotations to be Made Public. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
5. Annual List. As required by RCW 39.04.200, the City must post a list of contracts awarded from the small works roster once every year. The list must contain the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the date of the award.

Minimal Competition Process.

Competitive bidding is not required on a public works project at or below a value of \$75,500.00 for single craft work or \$150,000.00 for multiple craft work. The City may select a business from the Small Works Roster.

M. Miscellaneous.

The section headings and labels used in this Purchasing and Contracting Policy are for convenience only and shall not be interpreted or enforced so as to alter the substantive provisions.

N. Definitions.

The following words and phrases shall have the meanings specified below, irrespective of capitalization or other emphasis (and any undefined word or phrase shall have an ordinary meaning):

Bid means an offer to perform a contract for work and labor or supplying materials at a specified price. The response submitted by a bidder to an invitation for bids.

Competitive Bid/ding means the offer of firm bids to supply specified services by individuals or firms competing for a contract.

Contract means a binding obligation (other than a purchase order) between parties stipulating obligations of one to another. It is a mutually binding legal relationship obligating the seller to furnish the product, materials, or services and the buyer to pay for them.

Contractor means a vendor who has been awarded a contract for goods and/or services and has entered into a contract with the City.

Cooperative Purchase/Contract means an agreement that uses contracts awarded by another public agency to achieve efficiency, easier access, or greater volume discounts.

Emergency Purchase means a purchase made to maintain safety, security, and/or

preservation of City assets during emergency events, provided an emergency is declared by the Council or other lawful authority as soon as practicable.

Grant means non-repayable funds or products disbursed or given by one party (grantor) to a recipient (grantee), whether absolute or conditional, for any purpose. The City may be the grantor or the grantee.

Information Technology (IT) means the equipment, software, and services used in storing, processing, copying, transmitting, and displaying all forms of electronic information. Information technology includes but is not limited to: personal computers, servers, laptops, tablets, printers, and all associated peripheral devices. It also includes network components, backup systems, wireless networks, copy machines, fax machines, telephones, cell phones, software licenses, imaging systems, and audio/visual/media systems. NOTE: Cabling and other IT related improvements to the infrastructure of a City owned or leased building is not included in this definition because such projects generally fall within the definition of a Public Work.

Interlocal Agreement means an agreement between the City and other public agency as defined under Chapter 39.34 RCW.

Interfund Agreement means a brief written memo of understanding defining a scope of work and time period for work to be performed by one City department for another City department and signed by the department heads. interfund agreements are not considered a “contract” for the purposes of this policy.

Procurement means all activities involved in finding, agreeing to terms, and acquiring goods, services, infrastructure, and public work either purchased or leased, including but not limited to:

Identifying the need to procure;

Selecting vendors;

Contracting and making purchases; and

Managing contracts and vendors.

Professional Services Contract means a contract for professional or technical expertise to accomplish a specific study, project, task, or other work statement.

Proposal means an offer submitted by a vendor in response to a request for proposals and intended to be used as a basis for negotiation for a contract.

Public Work means all work involving construction, alteration, repair, or improvement, other than ordinary maintenance, executed at the cost of the City. This includes, but is not

limited to, road, building, and utility construction, demolition, remodeling, and renovation. In terms of building construction, it includes anything that is permanently affixed to the building (RCW 39.04.010).

Purchase Order means a document generated by the City that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding on both parties. A purchase order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

Request for Proposal (RFP) means a method used to solicit written proposals for services. The intent of the RFP is to acquire, by the most advantageous and flexible method, the services needed at the highest possible quality. An RFP differs from a Competitive Bid in three important ways:

It permits the City to hold discussions and negotiations with competing proposers and allows changes in proposals, including price, after proposals are opened.

It allows the City to make comparative evaluations when selecting among acceptable proposals for Contract awards.

It provides the City a flexible method of approaching a project which has limited specifications or requirements. The results wanted are known but there may not be a clear understanding of the specific requirements needed to identify how or what the methods may be, or what the services may entail.

Request for Qualifications (RFQ) means a method used to solicit written proposals for Engineering Architecture, and other professional services (Chapter 39.80 RCW).

Responsible Bidder means a bidder on a Public Work that, at the time of bid submittal, complies with the criteria set forth in RCW 39.04.350. For other types of contracting, the same criteria apply except those only related to the construction of facilities.

Responsive Bidder means a bidder that has adequately addressed the requirements of the contract as set forth in the RFP, RFQ, or another soliciting document. A bidder must be a Responsive Bidder in order to be considered a Responsible Bidder.

Small Works Roster means a list of pre-qualified contractors used for the purpose of obtaining quotations and awarding contracts for Public Work with an estimated cost of \$350,000 or less excluding sales tax (RCW 39.04.151 through 39.04.154).

Standard Contract means a written contract template specific to various types of commonly procured goods and services prepared and/or reviewed by the City Attorney.

Vendor means a potential provider of goods and/or services.

O. Cross-Reference to Certain City Resolutions.

City's Resolution No. 795: "Procedure to secure telephone and/or written quotations to establish a competitive price and award a contract for the purchase of materials, equipment and/or services that can be acquired between \$7,500 and \$15,000."

City's Resolution No. 1663: "Providing a waiver from bidding requirements for purchase of used materials, supplies or equipment that are subject to special market conditions."

City Resolution No. 2905: "Resolution Adopting a Purchasing and Contracting Policy"

City Resolution No. 2919: "Resolution Amending the City's Purchasing and Contracting Policy"

City Resolution No. 3191: "Resolution Amending the City's Purchasing and Contracting Policy"

APPENDIX 1: PURCHASE AUTHORITY DELEGATION CHART

The chart set forth below in this Appendix 1 is for convenience only and shall not be interpreted or enforced so as to alter the substantive provisions of this Purchasing and Contracting Policy.

City Department Heads	Contracts, Agreements and Transactions valued up to \$7,500 related to City administration or operations.
City Clerk/Treasurer	Contracts, Agreements and Transactions valued up to \$5,000 related to Council administrative processes and public records.
Police Chief	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and Police administrative processes and operations.
Fire Chief	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and Fire administrative processes and operations.
Public Works Director	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and Public Works administrative processes and operations.
Court Clerk	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and court operations.
Planning Supervisor	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and planning operations.

APPENDIX 2: PROCUREMENT THRESHOLDS

Federal Bid Thresholds:

Method	Used for	Federal Thresholds
Micro Purchase Procedures (not competitive, distribute equitably)	Purchases Services	Under \$10,000
Small Purchase Procedures (price or rate quotations)	Purchases Purchased Services (for routine functions) Personal Services (e.g., consultant) Public Works	Under \$250,000
Sealed/Formal Bids	Purchases Purchased Services (for routine functions) Personal Services (e.g., consultant) Public Works	\$250,000 or more
Competitive Proposals	Personal Services Purchases	\$250,000 or more
Competitive Proposals	Architecture/Engineering	No threshold for A&E *Note: Federal has more requirements than the RCW process with the same name.
Non-competitive Proposals	Any	No threshold. Only for sole source (RARE), emergency, grantor-authorized, or if competition not adequate.

These thresholds were established by Memorandum M-18-18 dated June 20, 2018, by the federal Office of Management and Budget (OMB).

State Bid Thresholds for Public Works:

Government Type	Bid Threshold Single Craft	Bid Threshold Multiple Craft	Small Works Roster Threshold		RCW References
Code City Pop: 8,180	\$75,500	\$150,00.00	\$350,000		35.23.352 35A.40.210 35.04.151-154

These thresholds were established by ESSB 5418 as passed and enacted into law during the 2019 legislative session. The bid thresholds were amended by 2SSB 5268, passed and enacted into law during the 2023 legislative session.

ESSB 5418 also allows code cities to award a contract to the second lowest bidder in limited circumstances if the lowest bidder has submitted a project within the past three years that was late, over budget, or did not meet specifications.

In accordance with RCW 35.23.352, code cities may construct any public works project by contract or with their own employees (day labor) with an estimated cost up to \$75,500 (single craft) or \$150,000 (multiple craft). For larger projects, code cities must contract with a responsible contractor.

Code cities may also use unit priced ("on call") public work contracts.

State Bid Threshold for Purchases of Goods, Equipment, Supplies or Materials not connected with a Public Works project:

Government Type	Direct Buy/Vendor List	Informal Bid/Vendor List	Formal Competitive Bid Threshold	RCW Reference
Code City Pop: 8,180	>\$7,500	>\$7,500	>\$15,000	35A.40.210

State Bid Thresholds for Personal Services or Purchased Services:

State law does not require any thresholds or processes for personal services or purchased services contracting. Contractors may need state licenses or certification, depending on the type of service provided.



CITY OF SELAH

115 West Naches Ave
Selah, Washington 98942

P: 509-698-7328
F: 509-698-7338

PURCHASING AND CONTRACTING POLICY

A. The City Council is the Purchasing and Contracting Authority for the City.

The City's municipal code – specifically SMC 1.04.010 – recites, in relevant part, that the City is “a noncharter code city operating under the mayor-council plan of government under RCW Chapter 35A.12, endowed with all the applicable rights, powers, privileges, duties and obligations of noncharter code cities as set forth in Title 35A of the Revised Code of Washington”.

In turn, state law – specifically RCW 35A.12.190 – provides that “[t]he council of any code city organized under the mayor-council plan of government provided in this chapter shall have the powers and authority granted to the legislative bodies of cities governed by this title, as more particularly described in chapter 35A.11 RCW.” Furthermore, RCW 35A.11.010 provides, in relevant part, that the City acting “by and through its legislative body . . . may contract and be contracted with” and “may purchase, lease, receive, or otherwise acquire real and personal property of every kind”.

The City Council is the legislative body of the City. Thus, the City Council holds purchasing and contracting authority on behalf of the City. As recited in this Purchasing and Contracting Policy, the City Council will and does directly exercise such authority as to certain types of contracts, agreements and transactions, and, by contrast, will and does delegate specific and limited purchasing and contracting authority to the City's Department Heads.

B. Types of Contracts the City Council Must Approve.

The City Council must approve, via item-specific direct action (*e.g.*, Resolution or Ordinance) or via its adoption and/or amendment of the City's annual budget, the following types of contracts, agreements and transactions:

1. Those that are entered into following a formal sealed bid process, a competitive Request for Proposals (RFP) process, or other similar process;
2. Those that will exceed one year in duration, unless the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency;
3. Those that are entered into with a sole source vendor or provider, because no potential alternative vendor or provider exists;

4. Those that concern, in whole or in part, real estate title, occupancy or appurtenant interests or rights, including but not limited to purchases, sales, easements, deeds and leases;
5. Collective Bargaining Agreements (irrespective of label, title or form);
6. Interlocal Agreements (irrespective of label, title or form), unless the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency and provided further that any work or action by the City is within the normal scope of affairs for the involved City department(s);
7. Grant Agreements, unless the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency and provided further that any work or action by the City is within the normal scope of affairs for the involved City department(s);
8. Those that by law or regulation – whether federal, state or municipal – are required to be approved by the legislative body of the City;
9. Those that by their own terms are required to be approved by the legislative body of the City; and
10. Any amendment, change order or other modification – of a contract, agreement or transaction – that will result in a financial outlay by the City in excess of the amount previously established.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section B shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

C. Types of Contracts the City's Department Heads May Approve.

See **Appendix 1**. The City Council, via its adoption of this Purchasing and Contracting Policy, delegates specific and limited purchasing and contracting authority to the City's Department Heads to approve the following types of contracts, agreements and transactions:

1. Those that are for the purchase of goods and/or for the receipt of services at an aggregate maximum financial outlay by the City not exceeding fifteen thousand dollars (\$15,000.00) that will not be reimbursed by another governmental agency, subject to the restrictions and requirements of the City's Resolution No. 795, and further provided that sufficient monies are available per the applicable fund category of the City's annual budget and also that Department Heads may not artificially split or segregate goods and/or services into separate or successive contracts, agreements or transactions in an effort to circumvent the aggregate maximum financial outlay cap; and

2. Interlocal Agreements (irrespective of label, title or form) with another government entity to use that entity's small works roster and/or to obtain assistance on competitive bids, subject to the requirements of Chapter 39.34 RCW.
3. Interlocal Agreements (irrespective of label, title or form) and/or Grant Agreements where the written terms confirm that the City will not incur any financial outlay that will not be fully reimbursed by another governmental agency and provided further that any work or action by the City is within the normal scope of affairs for the involved City department(s).

In the event of any actual or apparent conflict between this Section C and the preceding Section B and/or between **Appendix 1** and said Section B, Section B shall control and prevail.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section C shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

D. The City Complies with Laws Governing Procurement.

See **Appendix 2** (second and third charts). State laws govern purchasing and contracting by cities, primarily Title 39 RCW and Title 35A RCW. These laws set dollar limits for soliciting quotes or conducting formal competitive processes. All dollar limits include freight, handling, and set-up, plus appropriate sales tax.

See **Appendix 2** (first chart). When procuring goods and/or services via the use of federal funds or grants, the City may also be subject to federal procurement laws, including debarment and suspension regulations. Federal procurement standards are outlined in the Code of Federal Regulations (CFR), 2 CFR Part 200, including but not limited to Part 200.318-.327.

When federal funds or grants will be used: (1) The City should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered consistent with 2 CFR Part 200.321. (2) The City should, the greatest extent practicable and consistent with law, provide a preference from the purchase, acquisition, or use of goods, products, or materials produced in the United States, and language to such effect must be included in all subawards, contracts, and purchase orders, consistent with 2 CFR Part 200.322. (3) The City must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962, consistent with 2 CFR Part 200.323. (4) The City must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold, consistent with 2 CFR Part 200.324. (5) The City must comply with the federal agency or pass-through entity review process, consistent with 2 CFR Part 200.325. (6) The City must comply with the bonding requirements set forth in 2 CFR Part 200.326. (7) The City must comply with 2 CFR Part 200.327, which requires that contracts contain the applicable provisions set forth in Appendix II of 2 CFR Part 200, consistent with 2 CFR Part 200.327.

City employees are responsible for understanding and complying with applicable state and/or federal laws when purchasing and contracting on behalf of the City. When both state and federal procurement laws are applicable and any difference exists with regard to an issue or process, City employees must follow and adhere to the more-restrictive law. City employees are encouraged to review the procurement reference materials available online from the Municipal Research and Services Center (MRSC).

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section D shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

E. Employees Must Follow Ethical Standards when Purchasing or Contracting.

City employees must follow the ethical standards established by and recited within the City's personnel policies and rules. City employees shall have no personal beneficial interest in any contract, agreement or transaction entered into by the City with a vendor of goods and/or provider of services, and, likewise, no beneficial interest in any closely-held (*i.e.*, not publicly-traded) entity, organization or association that provides goods and/or services to the City. City employees are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties to subcontractors.

City employees must timely report any suspected violation of any applicable ethical standard to the City Administrator, or to the State Auditor, for investigation. Any City employee found to have violated any applicable ethical standard may be subject to disciplinary action, up to and including termination of employment. Moreover, any City employee found to have violated any applicable ethical standard may also be liable to the City for monetary penalties as allowable by law, in addition to any civil or criminal liabilities or penalties that may be imposed by a court.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section E shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

F. Employees May Not Artificially Split or Segregate Purchases in an Effort to Circumvent Competitive Bidding Requirements.

City employees must not artificially split or segregate any project and/or action into separate or successive contracts, agreements or transactions in an effort to circumvent an applicable dollar cap threshold whereby a competitive bidding process is required.

City employees are encouraged to plan and forecast the need for identical or similar items within a calendar year that can be purchased at the same time to benefit from market competition and volume discounts.

Any contract, agreement and/or transaction entered into, or purportedly entered into, on behalf of the City in violation of this Section F shall and will be deemed void ab initio (*i.e.*, void from the outset) with regard to the City, unless the appropriate authority on behalf of the City chooses to and formally does ratify that contract, agreement and/or transaction.

G. The City Encourages Cooperative Purchasing.

The City finds that using contracts competitively awarded by another public entity can, in some circumstances, increase logistical efficiencies and yield greater volume discounts.

The City encourages the use of cooperative purchasing in accordance with Chapter 39.34 RCW, provided that the public agency awarding the contract, agreement or transaction complies with its own procurement requirements and also publicly posts the corresponding bid or solicitation on the internet.

H. Employees Should Endeavor to Use Standard-Form Contracts.

To the extent practical, City employees should use standard-form contracts, agreements and/or transaction documents that have been prepared and/or previously approved by the City Attorney. Standard-form contracts, agreements and documents are designed to include terms and conditions that protect the City's interests and that comply with applicable laws and regulations.

Sometimes the City must use a template – for a contract, agreement or transaction document – that is mandated by a vendor, supplier, contractor or other involved party such as another governmental entity. In those circumstances, City employees shall submit the proposed template to the City Administrator for review. The City Administrator may seek further review and/or action by the City Attorney.

I. IT Purchases.

The City historically has, and presently still is, obtaining information technology (IT) services from an outside IT vendor rather than maintaining its own IT department or employees. To ensure effective and reliable security, support and compatibility, IT purchases must comply with the established standards of any outside IT vendor that the City is then using. City employees considering an IT purchase must seek and obtain advance suitability and compatibility approval for the IT system, software and/or component specifications from any outside IT vendor that the City is then using.

State law allows cities to make IT purchases through competitive negotiation rather than through competitive bidding (RCW 39.04.270). In some cases, it may be in the City's best interest to have IT procurements conducted directly by the outside IT vendor that the City is then using rather than the City conducting those procurements directly itself.

J. Types of Contracts that are Exempt from Competitive Solicitation and Bidding Requirements.

The following types of contracts, agreements and transactions are exempt from competitive solicitation and bidding requirements (but not, by contrast, exempt from the other provisions of this Purchasing and Contracting Policy):

1. Those that are for the purchase of goods and/or for the receipt of services at an aggregate maximum financial outlay by the City not exceeding five thousand dollars (\$5,000.00), provided that City employees may not artificially split or segregate goods and/or services into separate or successive contracts, agreements or transactions in an effort to circumvent the aggregate maximum financial outlay cap;
2. Purchases of goods via auction (RCW 39.30.045);
3. Those that are for architectural and/or engineering services (Chapter 39.80 RCW);
4. Interlocal Agreements (Chapter 39.34 RCW);
5. Interfund Agreements.
6. Purchases of employment test materials and/or employment testing services;
7. Expert witness services for legal matters and/or proceedings;
8. Legal services, including but not limited to public defender services;
9. Those with Community Service Organizations for park improvements and/or maintenance (RCW 35.21.278);
10. Performance-based contracts for energy equipment (Chapter 39.35A RCW);
11. Emergency purchases (RCW 39.04.280), provided that the Mayor or a designee specified by the Mayor who is a current City employee must approve purchases during a federally declared disaster and further that such purchases must follow procedures that ensure compliance with federal and state regulations and FEMA guidelines for emergency purchasing and contracting; and
12. Those that are entered into with a sole source vendor or provider, because no potential alternative vendor or provider exists (RCW 39.04.280), provided that a sole-source procurement is permissible only if the written specification for the goods and/or services are such that only one respondent will reply (or there is only one source for the goods and/or services capable of meeting the needs of the City) and further that the specifications are material to the purpose of the purchase and not artificially written in an effort to circumvent the competitive solicitation and bidding requirements.

In the event of any actual or apparent conflict between this Section J and the preceding Section B, Section B shall control and prevail.

K. Procuring Public Works (that are not small works) – Formal Bidding Process.

When the City desires to procure public works (that are not small works), City employees shall comply with the provisions of RCW 39.04.020. The plans, specifications, and estimates shall be approved by the Public Works Director or his/her delegatee, if any, and then an original copy thereof shall be filed in the Public Works Department's office. Consistent with RCW 35.23.352 (and RCW 35A.40.210), the work must occur pursuant to a contract let at public bidding upon publication of notice in the City's official newspaper at least 13 days prior to the last date upon which bids will be received. The notice shall state the nature of the work to be done, that plans and specifications are available for inspection, and that sealed bids must be filed with the City by the recited deadline. Each bid must be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond, for a sum not less than five percent of the amount of the bid. Received sealed bids shall be opened by the Public Works Director or his/her delegatee, if any, at the same time in a public setting. The lowest-bidding qualified bidder shall be selected to perform the work.

K.L. Small Works.

Informal Competition Process,

RCW 39.04.~~455-152~~ provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property.

For public work projects valued below at or below \$350,000 excluding sales tax, the Small Works Roster may be used in lieu of formal bidding as authorized by RCW 39.04.~~455152~~(1)&(2). Use of the Small Works Roster allows the City to waive the advertisement requirements of the formal competitive process. RCW 39.04.151 establishes a statewide small works roster through The the Washington State Municipal Research Services Center (MRSC) compiles small works rosters for cities and counties throughout the State of Washington use by local governments. The City of Selah has contracted with MRSC to use its small works rosters for public works contracts valued at or below \$350,000.

1. Invitations for Quotations. Invitations for Quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.
2. Number of Quotations Solicited. Quotations shall be solicited from all, or at least five (5), appropriate contractors and/or vendors.
3. Other requirements still apply. Contractors and/or vendors selected from the Small

Formatted: Indent: Left: 0.25"

Formatted: Font: Bold

Works Roster are not relieved from observing applicable legal requirements such as Contract Bond, Prevailing Wage, Retainage, etc.

4. Quotations to be Made Public. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
5. Annual List. As required by RCW 39.04.200, the City must post a list of contracts awarded from the small works roster once every year. The list must contain the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the date of the award.

~~For public works projects valued below \$50,000.00, the Limited Public Works Process may be used in lieu of formal bidding as authorized by RCW 39.04.155(3).~~

Minimal Competition Process.

Competitive bidding is not required on a public works project at or below a value of \$75,500.00 for single craft work or \$150,000.00 for multiple craft work. The City may select a business from the Small Works Roster.

L.M. Miscellaneous.

The section headings and labels used in this Purchasing and Contracting Policy are for convenience only and shall not be interpreted or enforced so as to alter the substantive provisions.

M.N. Definitions.

The following words and phrases shall have the meanings specified below, irrespective of capitalization or other emphasis (and any undefined word or phrase shall have an ordinary meaning):

Bid means an offer to perform a contract for work and labor or supplying materials at a specified price. The response submitted by a bidder to an invitation for bids.

Competitive Bid/ding means the offer of firm bids to supply specified services by individuals or firms competing for a contract.

Contract means a binding obligation (other than a purchase order) between parties stipulating obligations of one to another. It is a mutually binding legal relationship obligating the seller to furnish the product, materials, or services and the buyer to pay for them.

Contractor means a vendor who has been awarded a contract for goods and/or services and has entered into a contract with the City.

Cooperative Purchase/Contract means an agreement that uses contracts awarded by another public agency to achieve efficiency, easier access, or greater volume discounts.

Emergency Purchase means a purchase made to maintain safety, security, and/or preservation of City assets during emergency events, provided an emergency is declared by the Council or other lawful authority as soon as practicable.

Grant means non-repayable funds or products disbursed or given by one party (grantor) to a recipient (grantee), whether absolute or conditional, for any purpose. The City may be the grantor or the grantee.

Information Technology (IT) means the equipment, software, and services used in storing, processing, copying, transmitting, and displaying all forms of electronic information. Information technology includes but is not limited to: personal computers, servers, laptops, tablets, printers, and all associated peripheral devices. It also includes network components, backup systems, wireless networks, copy machines, fax machines, telephones, cell phones, software licenses, imaging systems, and audio/visual/media systems. NOTE: Cabling and other IT related improvements to the infrastructure of a City owned or leased building is not included in this definition because such projects generally fall within the definition of a Public Work.

Interlocal Agreement means an agreement between the City and other public agency as defined under Chapter 39.34 RCW.

Interfund Agreement means a brief written memo of understanding defining a scope of work and time period for work to be performed by one City department for another City department and signed by the department heads. interfund agreements are not considered a “contract” for the purposes of this policy.

Procurement means all activities involved in finding, agreeing to terms, and acquiring goods, services, infrastructure, and public work either purchased or leased, including but not limited to:

Identifying the need to procure;

Selecting vendors;

Contracting and making purchases; and

Managing contracts and vendors.

Professional Services Contract means a contract for professional or technical expertise to accomplish a specific study, project, task, or other work statement.

Proposal means an offer submitted by a vendor in response to a request for proposals and

intended to be used as a basis for negotiation for a contract.

Public Work means all work involving construction, alteration, repair, or improvement, other than ordinary maintenance, executed at the cost of the City. This includes, but is not limited to, road, building, and utility construction, demolition, remodeling, and renovation. In terms of building construction, it includes anything that is permanently affixed to the building (RCW 39.04.010).

Purchase Order means a document generated by the City that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding on both parties. A purchase order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

Request for Proposal (RFP) means a method used to solicit written proposals for services. The intent of the RFP is to acquire, by the most advantageous and flexible method, the services needed at the highest possible quality. An RFP differs from a Competitive Bid in three important ways:

It permits the City to hold discussions and negotiations with competing proposers and allows changes in proposals, including price, after proposals are opened.

It allows the City to make comparative evaluations when selecting among acceptable proposals for Contract awards.

It provides the City a flexible method of approaching a project which has limited specifications or requirements. The results wanted are known but there may not be a clear understanding of the specific requirements needed to identify how or what the methods may be, or what the services may entail.

Request for Qualifications (RFQ) means a method used to solicit written proposals for Engineering Architecture, and other professional services (Chapter 39.80 RCW).

Responsible Bidder means a bidder on a Public Work that, at the time of bid submittal, complies with the criteria set forth in RCW 39.04.350. For other types of contracting, the same criteria apply except those only related to the construction of facilities.

Responsive Bidder means a bidder that has adequately addressed the requirements of the contract as set forth in the RFP, RFQ, or another soliciting document. A bidder must be a Responsive Bidder in order to be considered a Responsible Bidder.

Small Works Roster means a list of pre-qualified contractors used for the purpose of obtaining quotations and awarding contracts for Public Work with an estimated cost of \$350,000 or less excluding sales tax (RCW 39.04.~~455~~151 through 39.04.154).

Standard Contract means a written contract template specific to various types of commonly procured goods and services prepared and/or reviewed by the City Attorney.

Vendor means a potential provider of goods and/or services.

Q. Cross-Reference to Certain City Resolutions.

City's Resolution No. 795: "Procedure to secure telephone and/or written quotations to establish a competitive price and award a contract for the purchase of materials, equipment and/or services that can be acquired between \$7,500 and \$15,000."

City's Resolution No. 1663: "Providing a waiver from bidding requirements for purchase of used materials, supplies or equipment that are subject to special market conditions."

City Resolution No. 2905: "Resolution Adopting a Purchasing and Contracting Policy"

City Resolution No. ~~2919~~: "Resolution Amending the City's Purchasing and Contracting Policy"

City Resolution No. _____ : "Resolution Amending the City's Purchasing and Contracting Policy"

APPENDIX 1: PURCHASE AUTHORITY DELEGATION CHART

The chart set forth below in this Appendix 1 is for convenience only and shall not be interpreted or enforced so as to alter the substantive provisions of this Purchasing and Contracting Policy.

City Department Heads	Contracts, Agreements and Transactions valued up to \$7,500 related to City administration or operations.
City Clerk/Treasurer	Contracts, Agreements and Transactions valued up to \$5,000 related to Council administrative processes and public records.
Police Chief	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and Police administrative processes and operations.
Fire Chief	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and Fire administrative processes and operations.
Public Works Director	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and Public Works administrative processes and operations.
Court Clerk	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and court operations.
Planning Supervisor	Contracts, Agreements and Transactions valued up to \$5,000 related to public safety and planning operations.

APPENDIX 2: PROCUREMENT THRESHOLDS

Federal Bid Thresholds:

Method	Used for	Federal Thresholds
Micro Purchase Procedures (not competitive, distribute equitably)	Purchases Services	Under \$10,000
Small Purchase Procedures (price or rate quotations)	Purchases Purchased Services (for routine functions) Personal Services (e.g., consultant) Public Works	Under \$250,000
Sealed/Formal Bids	Purchases Purchased Services (for routine functions) Personal Services (e.g., consultant) Public Works	\$250,000 or more
Competitive Proposals	Personal Services Purchases	\$250,000 or more
Competitive Proposals	Architecture/Engineering	No threshold for A&E *Note: Federal has more requirements than the RCW process with the same name.
Non-competitive Proposals	Any	No threshold. Only for sole source (RARE), emergency, grantor-authorized, or if competition not adequate.

These thresholds were established by Memorandum M-18-18 dated June 20, 2018, by the federal Office of Management and Budget (OMB).

State Bid Thresholds for Public Works:

Government Type	Bid Threshold Single Craft	Bid Threshold Multiple Craft	Small Works Roster Threshold	Limited Public Works Process Threshold	RCW References
Code City Pop: 8,180	\$75,500	\$116,155 <u>\$150,000</u>	\$350,000	\$50,000	35.23.352 35A.40.210 35.04.151-1545

These thresholds were established by ESSB 5418 as passed and enacted into law during the 2019 legislative session. [The bid thresholds were amended by 2SSB 5268, passed and enacted into law during the 2023 legislative session.](#)

ESSB 5418 also allows code cities to award a contract to the second lowest bidder in limited circumstances if the lowest bidder has submitted a project within the past three years that was late, over budget, or did not meet specifications.

[In accordance with RCW 35.23.352,](#) ~~Code cities may construct any public works project by contract or use with their own employees (day labor) to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft).~~ [code cities may construct any public works project by contract or use with their own employees \(day labor\) to perform public works projects with an estimated cost up to \\$75,500 \(single craft\) or \\$150,000 \(multiple craft\).](#) For larger projects, code cities must contract with a responsible contractor.

Code cities may also use unit priced ("on call") public work contracts.

State Bid Threshold for Purchases of Goods, Equipment, Supplies or Materials not connected with a Public Works project:

Government Type	Direct Buy/Vendor List	Informal Bid/Vendor List	Formal Competitive Bid Threshold	RCW Reference
Code City Pop: 8,180	>\$7,500	>\$7,500	>\$15,000	35A.40.210

State Bid Thresholds for Personal Services or Purchased Services:

State law does not require any thresholds or processes for personal services or purchased services contracting. Contractors may need state licenses or certification, depending on the type of service provided.



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2025

Agenda Number: 10F

Action Item

Title: Resolution Authorizing the Mayor to Sign “Task Order No. 2025-02” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Orchard Avenue Water Main Replacement Phase 1 Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$108,00.00 for HLA’s services, which will include engineering and other tasks. (The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source: 411, Water Fund

Background/Findings/Facts: The City desires, as part of its Orchard Avenue Water Main Replacement Phase 1 Project (Project), to replace existing aged and undersized water main piping in Orchard Avenue. The Project is identified in the City’s 2022 Water System Plan as a recommended system improvement to improve water quality, reduce distribution system leakage, increase system reliability, and enhance fire flow capacity in the area. Phase 1 of the Project includes the replacement of the existing water main in Orchard Avenue from the intersection of North Third Street and Orchard Avenue to North First Street. The Project will also include the replacement of an existing hydrant assembly at the intersection of South Third Street and Selah Avenue and replacement of approximately 29 existing service connections in North Third Street from Fremont Avenue to Naches Avenue, to coincide with the City’s Third Street Repaving Project.

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering, bidding and other services on this Project. A written task order – labeled “Task Order No. 2025-02” – has been prepared, reflecting HLA’s expected maximum fees of \$108,00.00 combined (which fees are separated out into a few different categories).

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2025-02, so that work can commence on this Project forthwith. The City’s adopted 2025 budget

– via Ordinance No. 2237 – includes an appropriation of monies that will be sufficient to cover the work on this Project.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. 3192

RESOLUTION AUTHORIZING THE MAYOR SIGN "TASK ORDER NO. 2025-02" WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CITY'S ORCHARD AVENUE WATER MAIN REPLACEMENT PHASE 1 PROJECT

WHEREAS, the City desires, as its Orchard Avenue Water Main Replacement Phase 1 Project (Project), to replace existing aged and undersized water main piping, water meter services and fire hydrants as necessary; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City's contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional engineering and bidding services that are necessary for this Project; and

WHEREAS, HLA has drafted a six-page "Task Order No. 2025-02", which recites HLA's scope of work and HLA's expected maximum fees of \$108,000.00 combined (which fees are separated out into a few different categories); and

WHEREAS, the terms of Task Order No. 2025-02 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

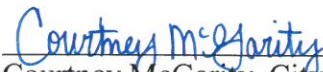
WHEREAS, the City Council finds that good causes exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the five-page Task Order No. 2025-02 with HLA in the form appended hereto.

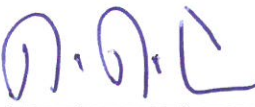
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 11th day of March, 2025.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney



*** TRANSMITTAL ***

Date: March 3, 2025

Project No.: 25074E

To: City of Selah
222 S. Rushmore Road
Selah, WA 98942

Attention: Rocky Wallace
Public Works Director

From: Justin L. Bellamy, PE

Re: Orchard Avenue Water Main Replacement Phase 1
Task Order No. 2025-02

We are sending you the attached following items:

Two (2) Original Task Order Agreements

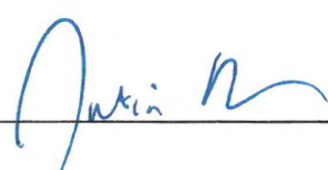
Comment:

Rocky:

Attached for your review and consideration are two (2) signed original Task Order No. 2025-02 agreements for the Orchard Avenue Water Main Replacement Phase 1 project.

Please execute the Task Orders and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Selah. If you have any questions or need additional information, please contact me at jbellamy@hlacivil.com or (509) 966-7000.

Copy to: _____ Signed: 

TASK ORDER NO. 2025-02

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Orchard Avenue Water Main Replacement Phase 1
HLA Project No. 25074E

The CITY of Selah (CITY) plans to replace existing aged and undersized water main piping in Orchard Avenue. The Orchard Avenue water main replacement project is identified in the CITY's 2022 Water System Plan as a recommended system improvement to improve water quality, reduce distribution system leakage, increase system reliability, and enhance fire flow capacity in the area. Phase 1 of the project includes the replacement of the existing water main in Orchard Avenue from the intersection of N. Third Street and Orchard Avenue to North First Street. The project also includes the replacement of an existing hydrant assembly at the intersection of S. Third Street and Selah Avenue and approximately 29 existing service connections in N. Third Street from Fremont Avenue to Naches Avenue to coincide with the CITY's Third Street repaving project.

Engineering design and preparation of bid documents will begin immediately following receipt of the signed Task Order, and services during construction will begin following bid opening and contract award. This project will be a combination of local CITY reserves and leftover funds from the CITY's Water Service Meter Replacement project through the Public Works Board (for service line and meter box replacements). Construction is anticipated to begin in June 2025 and be completed in July 2025 for project closeout. This project is planned to be bid and constructed in conjunction with the 3rd Street Resurfacing project (HLA Project No. 25036).

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Orchard Avenue Water Main Replacement Phase 1 (PROJECT). HLA services shall include the following.

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.5 Notify private utilities of pending improvements.
- 1.6 Based on approved preliminary engineering plans, present plans, specifications, and estimate to CITY at 60% and 90% completion for final coordination.
- 1.7 Perform quality control and assurance review of all final documents.
- 1.8 Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.

- 1.9 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.10 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 1.11 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.12 Answer and supply information as requested by prospective bidders.
- 1.13 Prepare and issue addenda to contract documents, if necessary.
- 1.14 Attend the bid opening and participate in bid evaluation process.
- 1.15 Prepare a summary of the bids received and review the bidder's qualifications and responsiveness.
- 1.16 Make recommendation of award to the CITY for construction contract.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Review Contractor's submission of samples and shop drawings.
- 2.8 Maintain submittals list for duration of PROJECT.
- 2.9 Respond to Contractor requests for information (RFI).
- 2.10 Interpret plans and specifications when necessary.
- 2.11 Prepare daily progress reports.
- 2.12 Prepare weekly statements of working days.
- 2.13 Create and maintain accurate construction documentation for the life of the PROJECT.
- 2.14 Maintain and provide the CITY necessary files for potential audits.
- 2.15 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.

- 2.16 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 2.17 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.18 Perform measurement and computation of pay items.
- 2.19 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.20 Prepare proposed contract change orders and/or force account computations as required.
- 2.21 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.22 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 2.23 Monitor the Contractor's compliance with state labor standards.
- 2.24 Prepare and submit recommendation for PROJECT acceptance.
- 2.25 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.26 Notify CITY when retainage may be released.
- 2.27 Coordinate and administer a PROJECT completion debrief meeting with CITY and HLA if requested by CITY.

3.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1 Provide all information as to CITY requirements for the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA. All design submittals (60%, 90%) shall be reviewed by the CITY and returned to HLA within two (2) weeks of each submittal.
- 4.4 Obtain approval of all governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT. This PROJECT is a distribution system improvement and does not require independent Washington State Department of Health (DOH) review and approval, as a result of having design and construction standards as part of the CITY's DOH-approved Water System Plan.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Design Engineering

- 1.1 HLA will provide 60% draft plans, draft specifications, and cost estimate for CITY review within nine (9) working days from receipt of signed Task Order
- 1.2 90% draft plans, specifications, and estimate will be provided within two (2) working days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.3 Final plans, specifications, and estimate will be provided within fourteen (14) working days of receiving CITY comments on 90% plans, specifications, and estimate.

2.0 Construction Engineering

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 2.2 A maximum of twenty (20) working days has been assumed for the construction of improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the twenty (20) working days shall be considered additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for design engineering services shall be performed for the lump sum fee of \$50,400.

2.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$57,600. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be billed as additional services until an amendment to this Task Order is executed.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses.

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

3/3/2025
Date

Approved:



City of Selah
Roger Bell, Mayor

3/11/2025
Date



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2025

Agenda Number: 10G

Action Item

Title: Ordinance Amending Selah Municipal Code Section 11.023.010 to Adopt More Recent International Code Versions

From: Steve Zetz, Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None Known

Funding Source: NA

Background/Findings/Facts: The State legislature has adopted the 2021 versions of the various International Codes and Standards, and also one 2017 version, which are collectively referred to as the State’s “Building Code”. The City has until July 2025 to adopt the 2021 versions. Currently the City is operating under the 2018 versions and also one 2009 version.

The attached proposed Ordinance will – if adopted – update the Selah Municipal Code so as to adopt therein the more recent code versions.

This is a legislative action and the Council may reject changes to the Selah Municipal Code if it finds that adopting these changes are not in the best interest of the City.

The Fire Department will conduct a separate review of SMC Chapter 11.10 and then, if further updates are necessary, present those separately at a future date.

Recommended Motion: I move to approve the Ordinance in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

ORDINANCE NO. 2248

ORDINANCE AMENDING SELAH MUNICIPAL CODE SECTION 11.02.010 TO ADOPT
MORE RECENT INTERNATIONAL CODE VERSIONS

WHEREAS, RCW 19.27.031 adopts the International Code Council (ICC) Building Codes and other regulatory documents related to the best practices of construction, fire protection, and energy efficiency; and

WHEREAS, the City is currently, via its Selah Municipal Code (SMC), operating under the 2018 versions and one 2009 version; and

WHEREAS, the City is required to adopt the newer 2021 versions and one 2017 version, subject to Washington's amendments and exclusions; and

WHEREAS, the City Council finds that good cause exists:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Amendment of SMC Section 11.02.010. That SMC section 11.02.010 shall be and hereby is amended as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 11.02.010 on the internet):

Chapter 11.02 ADOPTION OF INTERNATIONAL CODES AND STANDARDS

Sections:

11.02.010 International codes adopted – Terminology and standards, ~~2018~~ 2021
Edition.
11.02.020 Terminology in International Codes.
11.02.030 Priorities.

11.02.010 International codes adopted – Terminology and standards, ~~2018~~ 2021
Edition.

Except as amended by other chapters of this title, the following international codes are adopted by the city:

(1) The International Building Code, ~~2018~~ 2021 Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(2) The International Residential Code, ~~2018~~ 2021 Edition, published by the International

Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(3) The Washington State Energy Code, ~~2018-2021~~ Edition, as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(4) The International Mechanical Code, ~~2018-2021~~ Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(5) The International Existing Building Code, ~~2018-2021~~ Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(6) The International Property Maintenance Code, ~~2018-2021~~ Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(7) The Uniform Plumbing Code, ~~2018-2021~~ Edition, published by the International Association of Plumbing and Mechanical Officials as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(8) The International Fire Code, ~~2018-2021~~ Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(9) The International Fuel Gas Code, ~~2018-2021~~ Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(10) The International Swimming Pool and Spa, ~~2018-2021~~ Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

(11) The Accessible and Usable Buildings and Facilities, ICC A117.1, ~~2009~~ 2017 Edition, published by the International Code Council as adopted and amended by the ~~state~~ State of Washington or as may be hereafter amended.

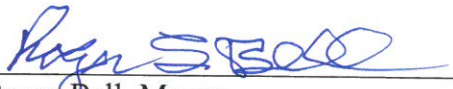
Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to

correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), Chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

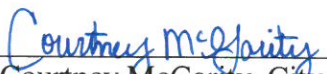
Section 4. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 11th day of March, 2025.



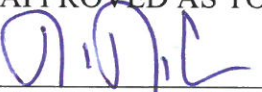
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2024

Agenda Number: 11A

Action Item

Title: Closed-Record Public Hearing Re: Selah Vista Plat Phase 2, 3 and 4, and its potential approval subject to findings and conditions

From: Steve Zetz, Community Development Supervisor

Staff Recommendation: Hold a closed-record public hearing (and, thereafter, approve the associated proposed Resolution).

Board/Commission Recommendation: Planning Commission recommends approval with conditions.

Fiscal Impact: NA

Funding Source: NA

Background/Findings/Facts: (See appended Staff Report and Planning Commission Findings)

Recommended Language for Use by Mayor/Presiding Officer: 1. We will now open the closed-record public hearing. Does anyone present desire to offer testimony about this topic? If so, please come forward to the podium. Courtney, did we receive any written comments pertaining to this topic? If so, please provide copies to myself. 2. We will now conclude the public hearing. 3. Next, the City Council will consider whether to approve the associated proposed Resolution.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2024

Agenda Number: 13A

Action Item

Title: Resolution Approving the Selah Vista Plat Phase 2, 3 and 4, and Adopting the Planning Commission's Findings and Conditions of approval

From: Steve Zetz, Community Development Supervisor

Staff Recommendation: Approval

Board/Commission Recommendation: Planning Commission recommends approval with conditions.

Fiscal Impact: NA

Funding Source: NA

Background/Findings/Facts: (See appended Staff Report and Planning Commission Findings)

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. 3193

RESOLUTION APPROVING THE SELAH VISTA PRELIMINARY PLAT PHASE 2, 3 AND 4, AND ADOPTING THE PLANNING COMMISSION'S FINDINGS AND CONDITIONS OF APPROVAL

WHEREAS, the City received an application for preliminary plat on December 30, 2024, submitted by Selah Vista Enterprises LLC; and

WHEREAS, the City determined that the application complete on January 15, 2025; and

WHEREAS, the City provided notice to all the owners of each real estate lot situated within 300 feet of the subject location, and also posted notice upon the subject property and published notice in the City's official newspaper; and

WHEREAS, the City issued a Determination of Non-Significance on February 7, 2025; and

WHEREAS, the City's Planning Commission held an open public meeting on February 18, 2025; and

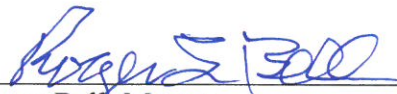
WHEREAS, the Planning Commission approved the preliminary plat as proposed with conditions, and, further, adopted findings in support of the preliminary plat and made recommendation to the City Council; and

WHEREAS, the City Council held a closed record public hearing and then issued a decision on March 11, 2025; and

WHEREAS, the City Council finds that good cause exists to approve the Selah Vista Preliminary Plat phase 2, 3, and 4, and, further, to adopt the conditions and findings;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council adopts the findings of the Planning Commission and approves the Selah Vista Preliminary Plat Phase 2, 3, and 4 with the conditions established in the Planning Commission's findings.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of March, 2025.



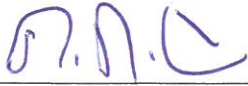
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'R. Case', is positioned above a horizontal line.

Rob Case, City Attorney



CITY OF SELAH

Community Development
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Planning Commission Findings

Selah Vista Preliminary Plat

File No. PLP-2024-001

February 18, 2025

This matter having come before the Selah Planning Commission on February 18, 2025, for the purpose of an application by Selah Vista Enterprises LLC for a multi phase preliminary plat for a residential subdivision known as Selah vista Phase 2, 3, and 4.

Findings

1. All members of the Planning Commission were present at the public hearing.
2. Leanne Liddicoat testified in favor of the proposed Preliminary Plat
3. Legal notification was provided in accordance with Selah Municipal Code and State regulations.
4. The Commission adopts the staff findings and report as to the existing use, zoning and future land use designation of the subject and adjacent properties.
5. The proposed preliminary plat complies with Selah Municipal Code Chapter 10.50
6. The proposed site is currently vacant with the exception of some minor grading, roads, sidewalks, and curbing.
7. One comment letter was received from Steve Weise. The letter asked about the stormwater swale.
8. The Commission finds that:
 - a. The the future development or use of the area in compliance with the Comprehesnive Plan;
 - b. Provisions for open space or recreation have been adequately addressed.
9. Environmental Review: A Determination of Non-Significance (DNS) was issued on February 7th, 2025.
10. The Commission finds that the applicant's application meets the conditions of approval of SMC 10.50.016J;

Public health, safety, and general welfare;

- a. Open spaces are adequately addressed





CITY OF SELAH

Community Development
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

- b. Drainage ways are adequately addressed
- c. Streets or roads, alleys, and other public ways are sufficient to accommodate the new traffic generated by the project
- d. Transit stops are not identified in the project however no route currently exists within the development.
- e. Potable water supplies, irrigation and other water suppliers will meet all requirements of occupancy and fire flow.
- f. Sanitary waste disposal is proposed on site. Civil rdesign has been completed.
- g. Parks and recreation are addressed through the creation of a dedicated park area.
- h. Playgrounds are not specifically addressed in these phases.
- i. Schools and school grounds are adequate to accommodate the potential for new students.
- j. Sidewalks are included in the preliminary plat
- k. Other planning features that assure safe walking conditions for students who walk to and from school are addressed within the project site. No basis for offsite improvements was established during the comment period.

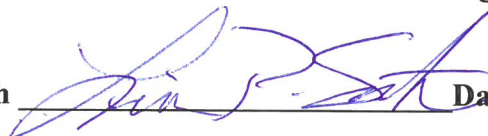
Decision

The Commission, based on these findings, conclusions and controlling factors finds that the Preliminary Plat should be approved with the following conditions:

1. Applicant shall submit final plat for approval prior to the expiration of the preliminary plat.
2. Applicant shall include an expiration date on the face of the preliminary plat which shall be 5 years from the date of approval.
3. Applicant shall use the best available practices during construction to minimize impacts to existing neighborhoods, streets, utilities, and resources.
4. Roads and addressing shall follow the best practices of neighborhood development and consider emergency services during the naming process. Themed road names are required in multi -street developments.

These findings are adopted by the Selah Planning Commission on February 18, 2025 and a recommendation of approval shall be sent to the Selah City Council for review at a Closed Record Hearing

Chair of the Planning Commission Lisa Smith

 Date 2/19/25





CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365

F: 509-698-7372

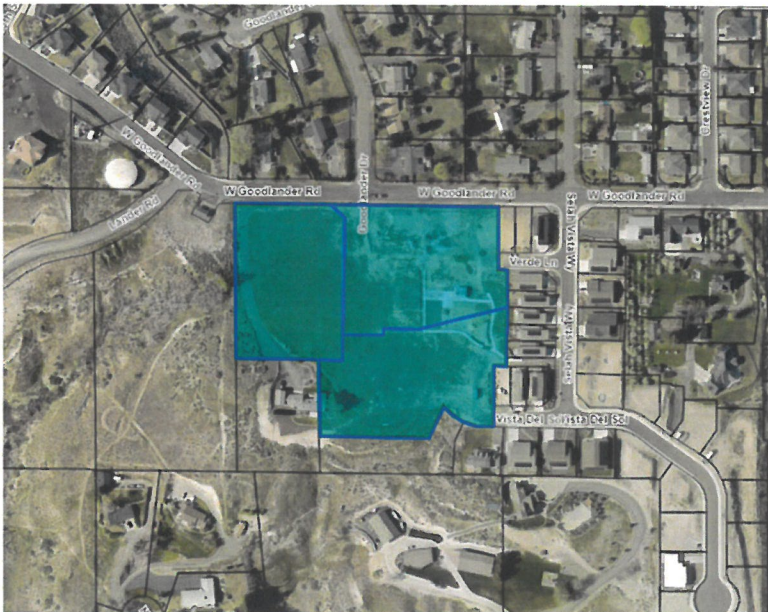
STAFF REPORT Selah Vista Preliminary Plat

February 11, 2025

Lead agency: City of Selah
Steve Zetz
Community Development Supervisor
222 South Rushmore Road
Selah, WA 98942
509-698-7365
Stephen.zetz@selahwa.gov

Agency File Number: PLP-2024-001

Location



Generally located south of west Goodlander Road and west of Selah Vista Way. Parcel Numbers 18143521490, 18143521489, and 18143521488.

Applicant

SELAH ENTERPRISES LLC
1909 W LINCOLN AVE STE 1
YAKIMA, WA 98902



CITY OF SELAH

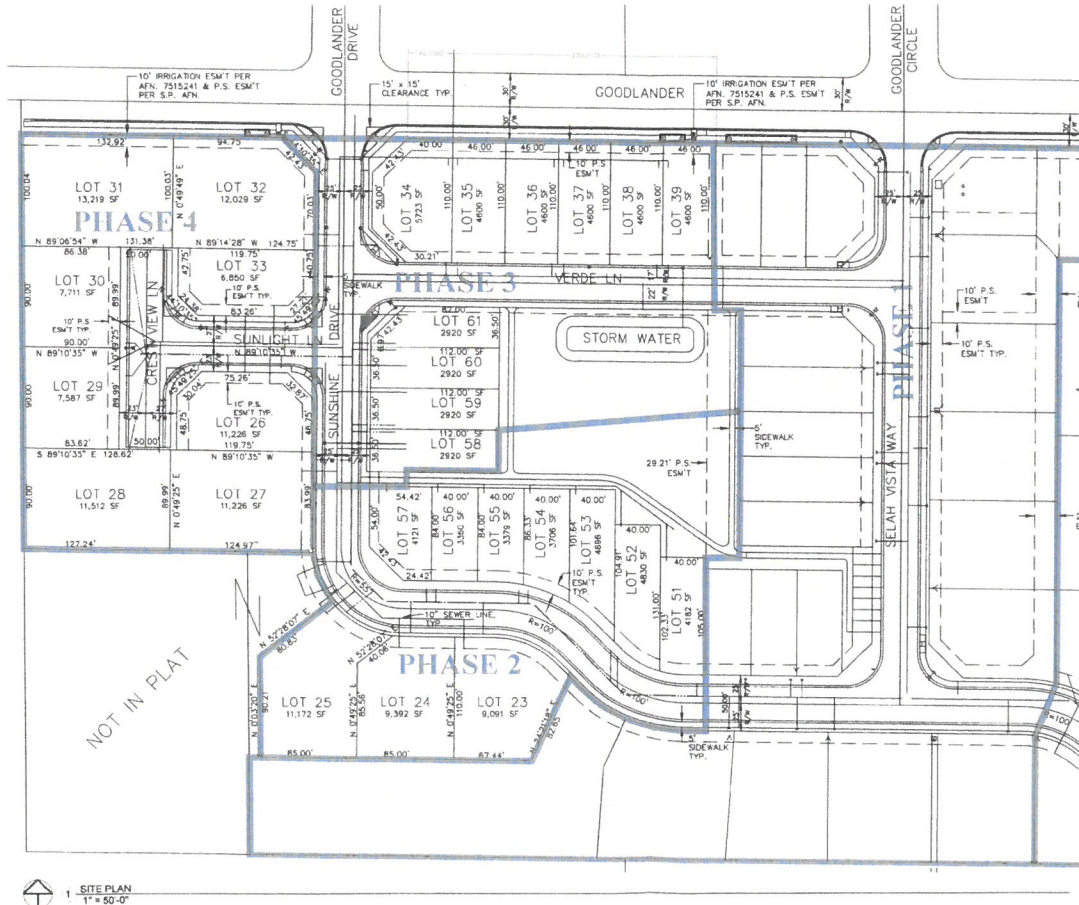
Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Project Summary

On December 30, 2024, the City of Selah Planning Department received applications for a Preliminary Long Plat of 28 lots, a request to adopt a previous State Environmental Policy Act Checklist. The developer is proposing a Preliminary Long Plat which had been previously approved however it has expired prior to completion of the phasing. This project covers phase 2, 3, and 4 of the previously approved but expired preliminary plat.

PHASES 2, 3 & 4 SELAH VISTA



DIGITAL DESIGN & DEVELOPMENT
1402 N. 15TH AVE. SUITE 102
YAKIMA, WASHINGTON 98901
STEVE LUDICAT
509.833.4108

SELAH ENTERPRISES LLC

1100 IN GOODLANDER RE, SELAH,
WA, 98942
PARCEL # PHASE 2: 18-435-21488
PARCEL # PHASE 3: 18-435-21489
PARCEL # PHASE 4: 18-435-21490
LOT SIZE: 2.15 ACRES
ZONING: R1
JURISDICTION: SELAH

PHASES 2, 3, & 4 SELAH VISTA SITE PLAN

REVISIONS

No.	Description	Date

Date: 1-9-25
Drawn by:
Checked by:

SITE PLAN

A1.0



CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365

F: 509-698-7372

Zoning



Zoning is R1

Land Use Designation is Low Density Residential

Comprehensive Plan

This project complies with the Selah Comprehensive Plan;

- Goal 5.2
- Objective 5.12.1 Policy 2
- Objective HSG 5.2.2

Environmental Review

The City of Selah SEPA Administrator has issued a Determination of Non-Significance (DNS) issued on February 7, 2025.

Public Notification

- Notices mailed January 23, 2025
- Published in paper of record January 23, 2025
- Property posted January 24, 2025

Conditions of Approval



CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Applicant must use the best practices to manage impacts to surrounding properties during all phases of construction.

Selah Municipal Code

The project complies with Selah Municipal Code;

10.50.016E

Preliminary Plat contents.

The proposed preliminary plat shall be legibly drawn at a scale of one inch equals one hundred feet or larger and shall be at least eighteen inches by twenty-four inches in size. It shall show:

- (1) All existing lots or parcels included in the proposed subdivision.
- (2) The proposed name of the subdivision. This name shall not duplicate any name used on a recorded plat or subdivision in Yakima County, including the municipalities of Yakima County.
- (3) An accurate and complete legal description of the proposed subdivision. *(The subdivision final plat becomes the new legal description at the time of Final Plat)*
- (4) Scale, north arrow, and date.
- (5) Boundary lines based upon a recent land survey of the land proposed to be subdivided and boundary lines of all proposed lots and streets.
- (6) Location and size of water and sewer lines, utility easements, and drainage system proposed to serve the lots within the proposed subdivision and their point(s) of connection with existing services. *(Done at time of civils which have been approved)*
- (7) Location, size, purpose, and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land.
- (8) Location of any streets, rights-of-way, or easements proposed to serve the lots within the proposed subdivision with a clear designation of their size, purpose, and nature.
- (9) Parcels of land intended or required to be dedicated for streets or other public purposes.
- (10) Contour lines at two-foot elevation intervals for slopes less than ten percent and five-foot elevation intervals for slopes more than ten percent. Elevations shall be based upon city of Selah datum if available. *(Topographical map in separate document is on file)*



CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

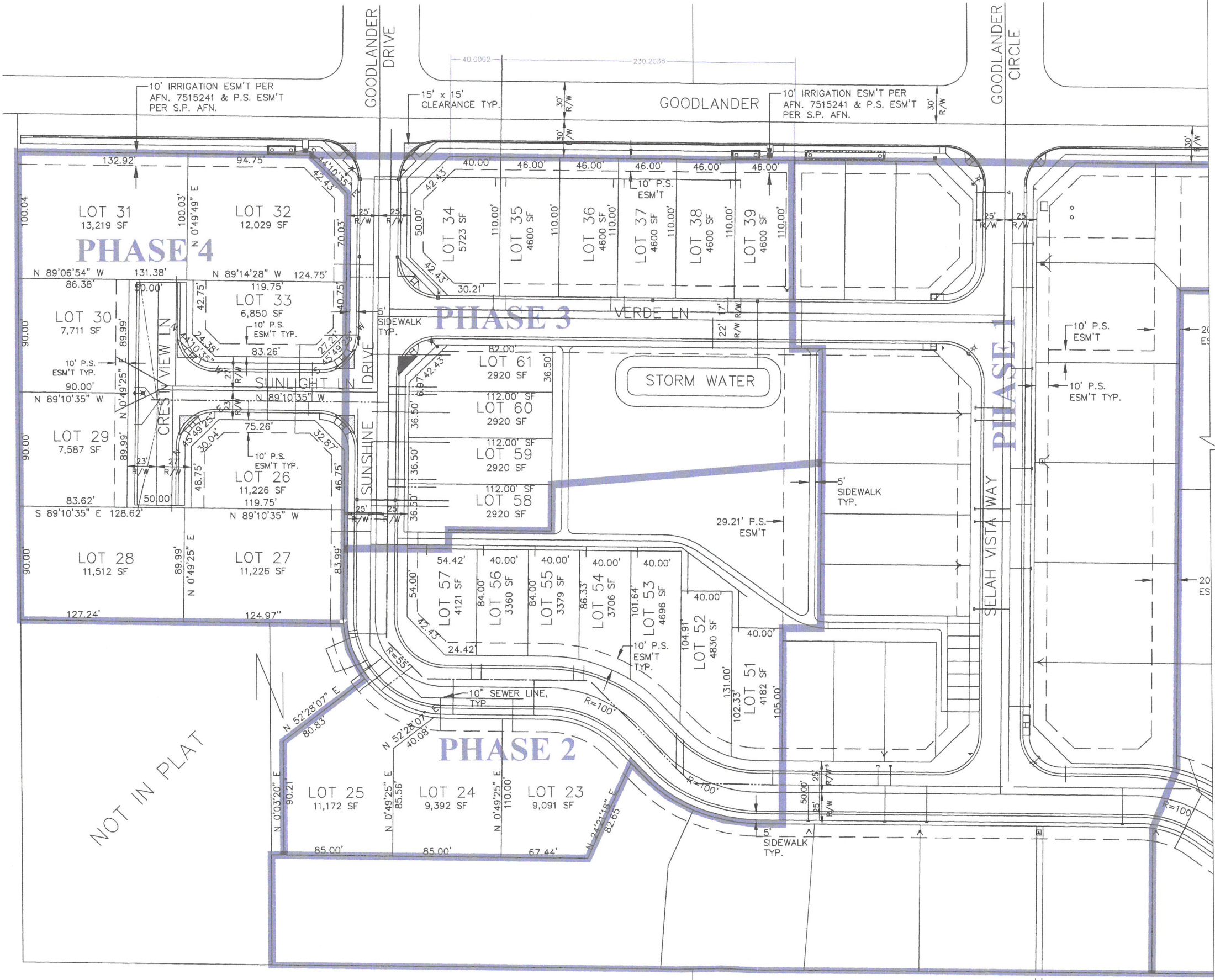
Recommendation

Staff recommends approval of the Preliminary Plat for Selah Vista Phase 2, 3, and 4.

Signature

Steve Zetz
Selah Planning Department,
222 So. Rushmore Road, Selah, WA 98942,
Stephen.zetz@selahwa.gov .

PHASES 2, 3 & 4 SELAH VISTA



DIGITAL DESIGN
& DEVELOPMENT

DIGITAL DESIGN & DEVELOPMENT
1450 N.16TH AVE, SUITE 102
YAKIMA, WASHINGTON 98901

STEVE LIDICOAT
509.833.4108

SELAH ENTERPRISES LLC

1108 W GOODLANDER RE, SELAH,
WA , 98942

PARCEL # PHASE 2: 181435-21488
PARCEL # PHASE 3: 181435-21489
PARCEL # PHASE 4: 181435-21490

LOT SIZE: 2.15 ACRES
ZONING: R1
JURISDICTION: SELAH

PHASES 2, 3, & 4 SELAH VISTA SITE PLAN

REVISIONS

No.	Description	Date

Date: 1-9-25

Drawn by

Checked by

SITE PLAN

A1.0



1 SITE PLAN
1" = 50'-0"

Selah Vista Preliminary Long Plat Application Narrative

Selah Enterprises purchased phases 2, 3, and 4 from the original developer on May 31, 2022. We immediately began working with the city of Selah on next steps to complete the project per the Hearing Examiner's recommendation from July 21, 2017. Construction of the road and frontage began in August 2024, and we are close to completion. The last development step is to file the Final Long Plat application.

In preparing the application, we discovered a timeline in the last paragraph of the Hearing Examiner's recommendation, as adopted by Council via Resolution 2620, that says a Final Long Plat must be submitted within 5 years or extended. That should have been done in July of 2022. So, a Preliminary Long Plat is being submitted to reinstate the original plan for Phases 2, 3 and 4. The SEPA is attached by reference as it has already been reviewed and approved on July 6, 2017, and does not have an expiration date. The property is encumbered with elements of the Selah Vista Planned Development that are in limbo. So, we are in an odd position of having a Planned Development with no active Preliminary Long Plat. We are asking the City of Selah to reinstate the Preliminary Long Plat so that we can complete the project.

The attached Preliminary Long Plat reflects the following minor changes from the original:

1. Move Lot 33 from the corner of Goodlander and Sunshine Drive to the hammerhead cul de sac. This resulted in a change to the size of lots 26-32, but not the number of lots.
2. Enlarge lots 34-39
3. Enlarge lots 58-61 to allow for a garage instead of parking stalls.



CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

STATE ENVIRONMENTAL POLICY ACT DETERMINATION OF NONSIGNIFICANCE

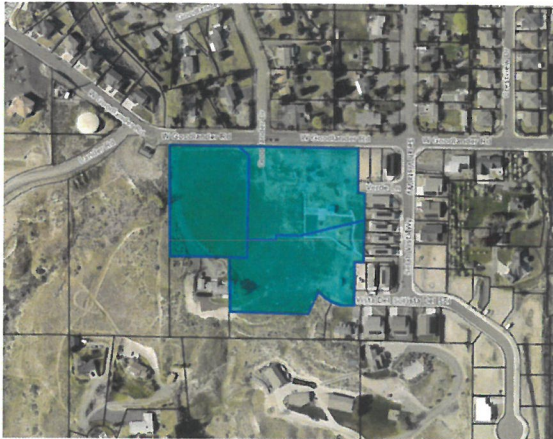
February 7, 2025

Lead agency: City of Selah
Steve Zetz
Community Development Supervisor
222 South Rushmore Road
Selah, WA 98942
509-698-7365
Stephen.zetz@selahwa.gov

Agency File Number: PLP-2024-001

A 29 lot multiphase subdivision in Selah WA. This was previously approved as a preliminary plat under a planned development. The Preliminary Plat was previously approved however it has since expired. Applicant has made minor modifications to the previously approved preliminary plat and has submitted a new application.

Location



Generally located south of west Goodlander Road and west of Selah Vista Way. Parcel Numbers 18143521490, 18143521489, and 18143521488.

STATE ENVIRONMENTAL POLICY ACT





CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

DETERMINATION OF NONSIGNIFICANCE ADOPTION of EXISTING DOCUMENT

SELAH ENTERPRISES LLC
1909 W LINCOLN AVE STE 1
YAKIMA, WA 98902

Title of document being adopted: SEPA Checklist

Date adopted document was prepared: March 1, 2017

Description of document (or portion thereof) being adopted: Adopting the previous SEPA Checklist.

The adopted document is available at: See Attached, also available at;

Selah Public Works
222 S. Rushmore Road
Selah, WA 98942

☒ **Determination Of Non-Significance (DNS)**

The City of Selah has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This determination is based on the following findings and conclusions:

A review of the previous checklist has determined it to be adequate. This project has been an ongoing residential development project under a previously approved Preliminary Plat and Planned Development. The Preliminary Plat has expired and under Selah Municipal Code the applicant has submitted a new preliminary plat. We have identified and adopted this document as being appropriate for this proposal after independent review. The document[s] meet[s] our environmental review needs for the current proposal and will accompany the proposal to the decision maker[s].

This DNS is issued under WAC 197-11-340(2) and the comment period ended on **February 7, 2025**.





CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Agency Contact;

Steve Zetz
Selah Planning Department,
222 So. Rushmore Road, Selah, WA 98942,
Stephen.zetz@selahwa.gov .

Signature

Date February 7, 2025

Appeal process:

☒ **SMC 11.40.420 Administrative appeal.**

(a) The city establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-11-680:

(1) Any agency or person may appeal the city's procedural compliance with Chapter 197-11 WAC for issuance of the following:

(a) A final DNS. Appeal of the DNS must be made to the city council within five business days of the date the DNS is final by filing a written notice of appeal with the responsible official setting forth the principal points on which the appeal is based, together with the filing fee for appeals (See Title 20, Unified Fee Schedule).

☐ **There is no Appeal**

SMC 11.40.425 Judicial appeals.

☒ Those aggrieved by the decision under the procedures of Section 11.40.420 may appeal such decision to the Yakima County superior court, state of Washington. (Ord. 2032, § 1 (Exh. A), 2017; Ord. 1392, § 19, 1998.)

Note: As provided in RCW 36.70C.040, appeals under LUPA (Land Use Petition Act) must be filed within 21 days of the date on which the challenged decision is issued.





CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

STATE ENVIRONMENTAL POLICY ACT DETERMINATION OF NONSIGNIFICANCE ADOPTION of EXISTING DOCUMENT

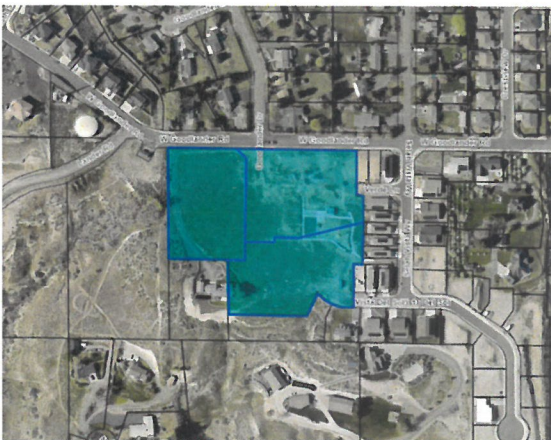
January 23, 2025

Lead agency: City of Selah
Steve Zetz
Community Development Supervisor
222 South Rushmore Road
Selah, WA 98942
509-698-7365
Stephen.zetz@selahwa.gov

Agency File Number: PLP-2024-001

A 29 lot multiphase subdivision in Selah WA. This was previously approved as a preliminary plat under a planned development. The Preliminary Plat was previously approved however it has since expired. Applicant has made minor midifications to the previously approved preliminary plat and has submitted a new application.

Location



Generally located south of west Goodlander Road and west of Selah Vista Way. Parcel Numbers 18143521490, 18143521489, and 18143521488.





CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

STATE ENVIRONMENTAL POLICY ACT DETERMINATION OF NONSIGNIFICANCE ADOPTION of EXISTING DOCUMENT

Applicant

SELAH ENTERPRISES LLC
1909 W LINCOLN AVE STE 1
YAKIMA, WA 98902

Title of document being adopted: SEPA Checklist

Date adopted document was prepared: March 1, 2017

Description of document (or portion thereof) being adopted: Adopting the previous SEPA Checklist.

The adopted document is available at: See Attached, also available at;

Selah Public Works
222 S. Rushmore Road
Selah, WA 98942

We have identified and adopted this document as being appropriate for this proposal after independent review. The document[s] meet[s] our environmental review needs for the current proposal and will accompany the proposal to the decision maker[s].

The City of Selah has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This determination is based on the following findings and conclusions:

A review of the previous checklist has determined it to be adequate. This project has been an ongoing residential development project under a previously approved Preliminary Plat and Planned Development. The Preliminary Plat has expired and under Selah Municipal Code the applicant is required to resubmit a new preliminary plat.

This DNS is issued under WAC 197-11-340(2) and the comment period will end on **February 7, 2025**.

Agency Contact;

Steve Zetz
Selah Planning Department,
222 So. Rushmore Road, Selah, WA 98942,
Stephen.zetz@selahwa.gov .





CITY OF SELAH

Community Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Signature

Date January 23, 2025

Appeal process:

☒ **SMC 11.40.420 Administrative appeal.**

(a) The city establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-11-680:

(1) Any agency or person may appeal the city's procedural compliance with Chapter 197-11 WAC for issuance of the following:

(a) A final DNS. Appeal of the DNS must be made to the city council within five business days of the date the DNS is final by filing a written notice of appeal with the responsible official setting forth the principal points on which the appeal is based, together with the filing fee for appeals (See Title 20, Unified Fee Schedule).

☐ **There is no Appeal**

SMC 11.40.425 Judicial appeals.

(a) Those aggrieved by the decision under the procedures of Section 11.40.420 may appeal such decision to the Yakima County superior court, state of Washington. (Ord. 2032, § 1 (Exh. A), 2017; Ord. 1392, § 19, 1998.)

Note: As provided in RCW 36.70C.040, appeals under LUPA (Land Use Petition Act) must be filed within 21 days of the date on which the challenged decision is issued.



Revised 04/27/2017

SELAH VISTA SEPA CHECKLIST

APR 27 2017

LEADING FORCE DEVELOPMENT

By [Signature]
City of Selah
Planning Dept.



CITY OF SELAH

PLANNING DEPARTMENT
222 S Rushmore Road
SELAH, WA 98942
PHONE: (509) 698-7365 FAX (509) 698-7372
ENVIRONMENTAL CHECKLIST



FILE NUMBER: 971.17.061
DATE FEE PAID 03/01/2017
RECEIVED BY [Signature]
FEE: **\$275**

INTRODUCTION

The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal if it can be done) and to help the agency decide whether an EIS is required.

This environmental checklist asks you to describe some basic information about your proposal. Government agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impacts.

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply". IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project applicant," and "property of site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

EXHIBIT

tabbies

3 k

A. Background

1. Name of proposed project, if applicable:
Selah Vista (Planned Development) - Parcels 181435-21013 & 21014
2. Name of applicant:
Leading Force Development / Steve and Stephanie Weise
3. Address and phone number of applicant and contact person:
Steve Weise
17 North 3rd Street
Yakima WA 98901
509- 571-1351
4. Date checklist prepared:
28 February 2017
5. Agency requesting checklist:
City of Selah
6. Proposed timing or schedule (including phasing, if applicable): (*phases graphic on Page 10*)
 - Submit SEPA Checklist for review prior to application
 - Design and permitting February 2017
 - Submit final application March 2017
 - Submit final plat following approval
 - Site construction could begin as early as March 2017 for Phase One that will include 1 duplex cottage (2 units), 7 detached cottages, 6 single-level aging-in-place/ADA homes, and 3 custom single family homes
 - Roadways, curbs, gutters June 2017
 - Begin construction of 1st AIP home, 1st fourplex townhomes, 1st ADA cottages August 2017
 - Complete 1st AIP home, staging, real estate office November 2017
 - Phase One complete December 2018
 - Phase Two complete December 2019
 - Phase Three complete December 2020
 - Phase Four complete December 2021
 - Phase Five complete December 2021
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Ongoing maintenance of property will be through a Home Owner Association (HOA) utilizing covenants, conditions and restrictions (CC&R) for the community to govern all aspects including design standards, landscaping, the prohibition of toxic chemicals, the use of solar power to achieve net zero energy for all homes, etc.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

NONE

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

YES - Short Plat of Paulson property

10. List any government approvals or permits that will be needed for your proposal, if known.

- Preliminary Plat, Selah
- Final Plat, Selah
- Planned Development Overlay Minor Rezone, Selah
- Development Permit, Selah
- SEPA Checklist and Approval, Selah
- Building Permit, Selah
- Sign Permit, Selah
- Wastewater Treatment and Reuse Permit, WA Department of Health
- Wastewater Treatment and Reuse Permit, WA Department of Ecology

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Proposal: To develop a 60-home net zero energy, sustainable community, following Selah's Planned Development Ordinance.

This project will subdivide 16.63 acres into 60 lots in five phases. The site is within the Selah City Limits and is vacant land. Past development includes several homes and a small orchard on a portion of the site. A boundary line adjustment will be necessary to merge those parts of the subject property with buildings into separate parcels that are not part of this application.

The entire community will be net zero energy, using solar power that will be generated on-site for all electricity, and incorporating battery storage as desired at individual homes. Two community solar fields will be located on Tract D and Tract C, both on the south side of the property. The sites are optimal for solar power generation as they face almost due south, with a southerly slope; the solar fields will each cover approximately 18,000 square feet with 1,000 solar panels. In addition, we will install solar panels on each individual home with the goal of the entire community achieving net zero energy. We will establish a

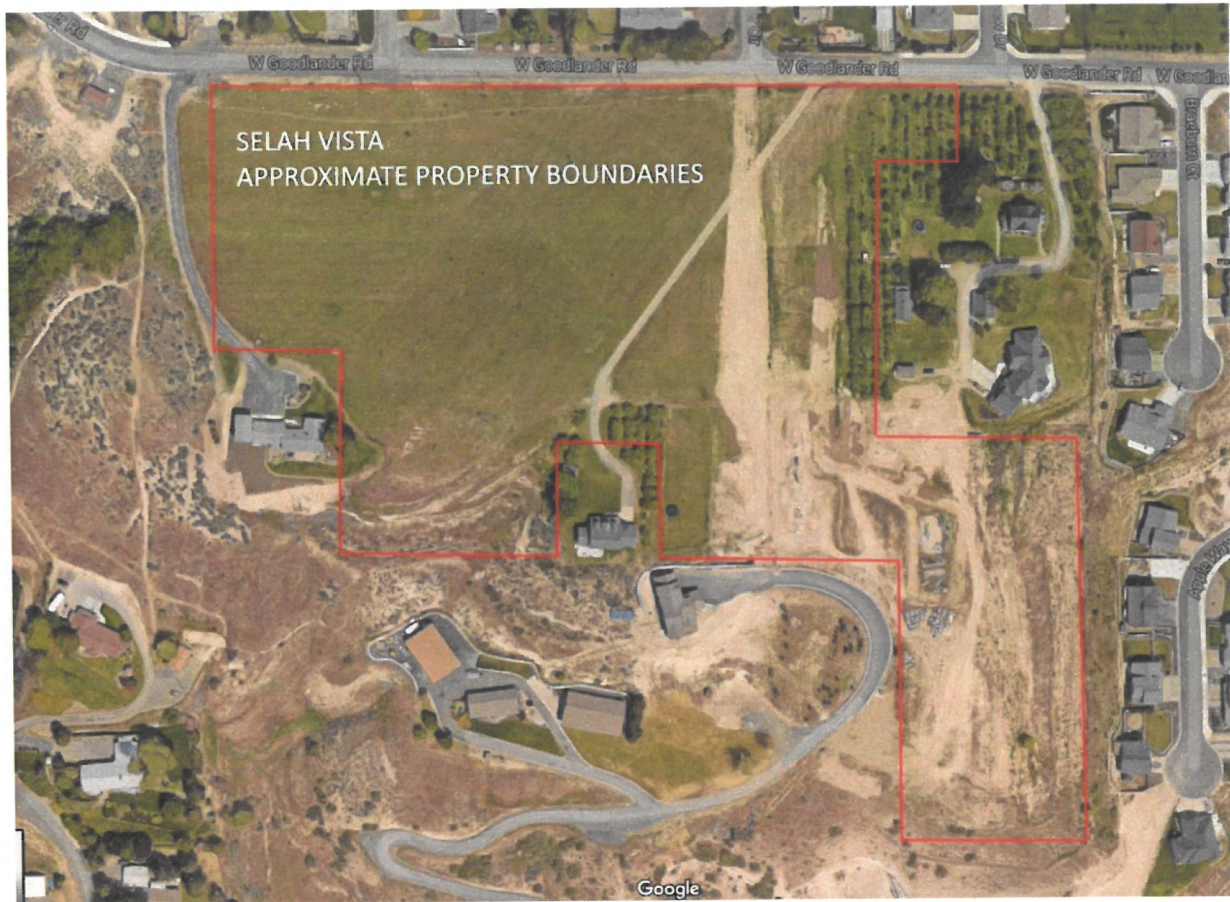
microgrid that will tie into Pacific Power. The map below shows that the site is on a bluff, facing south, proving terrific solar access as well as beautiful views. The panels will be fenced, and we will construct pathways around the panels to create usable parks, along with educational signage that describes the solar process and system. We are working with Pacific Power to tie into the existing electrical grid.

The project is to be served by municipal sewer and water, connected to the sewer connections that the city has on the eastern end of the property at Goodlander Road and at the end of the cul-de-sac on Apple Way on the adjoining property to the southeast. We are also designing low impact development (LID) bioswales to help slow and treat stormwater.

The community is designed for mixed housing types and affordability to include 16 duplex cottages (8 units), 13 cottages that are ADA compliant, 6 one-level ADA single-family homes, and 25 custom homes. Proposed residential lot sizes range from zero-lot-line parcels for duplexes of approximately 2,800 square feet each, to 8,018 square feet for ADA single-family homes, and up to 11,500 square feet for custom single family homes. As part of the PDO, the community is dedicated to providing open space for a minimum of 12% of the property; besides an open shared commons area between duplexes and cottages and single-level living with pathways, there are several pocket parks to provide usable, walkable open space, plus pathways around the two solar field areas.

All cottages and ADA homes will be slab-on-grade construction. Some homes will have daylight basements depending on the slope. All materials and products used will be vetted as "healthy" and non-toxic according to established "red lists" of chemicals that cause harm to humans and animals. The community will be designed as a cohesive neighborhood using high-quality products and materials that are compatible with the vernacular architecture and environment in Selah.

A public access road will be constructed to provide access to the Phase One homes. Other public roads will be added in future phases.



12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

South side of W. Goodlander Road about 220 feet west of the intersection with Braeburn Court and about 700 feet southeast of the intersection with 13th Street in the City of Selah.

13. Taxation Parcel Numbers

Yakima County Assessor Parcel Numbers: 181435-21013 & 21014



Photos shows property, looking east, gentle downhill slope.



Map shows Selah Vista location in relation to City of Selah.

B. ENVIRONMENTAL ELEMENTS**1. Earth****a. General description of the site:**

(HIGHLIGHT one): Flat, rolling, hilly, steep slopes, mountainous, other with drop-off on south side of property

b. What is the steepest slope on the site (approximate percent slope)?

The steepest slope is 48.9% on the southeast corner of the property, within Tract C. There are two small areas identified as Over-steepened Slope on Selah's Geologic Hazards Map (portion shown below): one at the far southeastern corner of the site, and one next to an existing home on the southwestern boundary. Both steeper areas are identified as "Low Risk." The one on the southwestern boundary is the location of the major solar field; the steepness of the due-south-facing slope is perfect for a solar farm of ground-mounted panels which will not promote erosion. The slope at the southeastern corner will be an open space area, with a pathway or steps down the slope and around the solar field, with a pathway and benches for enjoying the magnificent views.

NOTE: If a slope is 15% or greater and the NRCS identifies the soils on that slope as unstable and having a high potential for erosion, it is considered an erosion hazard area, a critical area.



c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The soil on the site is Selah Silt Loam, according to Selah's Soil Types Map. Soil on the hill varies in top soil depths from 18" - 6', and is classified as "not permeable." Below that is caliche, and the underlying geology is Ellensburg Formation. Most of the land has been previously excavated. A small portion is former agricultural. Selah Vista will restore much of the open space to native vegetation.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

NO

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

This property has been graded in a few places; one of the areas that forms a depression will become a pocket park to avoid building on non-native soil. The design for Selah Vista uses the existing contours of the land, on native soil, for the most part. The homes will be slab-on-grade, mostly without basements with the exception of several sites that have a steep slope where daylight basements will optimize the site conditions. There may be small cuts necessary for individual homes and we will install poured concrete retaining walls as needed. No or little fill is anticipated and we will replace poor soil with topsoil or composted mulch as needed.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Yes, site excavation and grading during construction will further expose soils, creating a temporary potential for erosion. The land has been disturbed and cleared in some areas. Once our permanent improvements have been made, including bioswales, roadways with curbs, vegetated areas, retaining walls, etc., the potential for erosion will be negligible. Specifically, we are designing bioswales and natural vegetated barriers between properties to slow and treat stormwater. In particular, we will install bioswales that keep stormwater on the property to prevent runoff on the eastern slope into neighboring homes below Selah Vista.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 13.7% of the property is dedicated for street right-of-ways and sidewalks. All building footprints are unknown because 25 custom homes have not been designed. The cottages and aging-in-place homes cover approximately 14% of the site. Open space is approximately 17% of the overall site, which leaves 55% of the site. The custom homes will generally cover about 30% of the lot. Therefore, **approximately 65% of the site will be impervious**. Even so, bioswales, landscaping, vegetated fences, and porous walkways will offset potential problems.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Grading, erosion control practices, and sediment control practices, will follow the Stormwater Management Manual for Eastern Washington. Cut and fill slopes will not be

greater than 2:1 unless approved by Selah. Compost berms, silt fencing and mulch will be used to stabilize the soil during construction. During dry weather, when the soil is exposed, the soil will be dampened during to prevent dust. Other BMPs will be implemented to avoid erosion as needed. During construction we will use one stabilized entrance/exit to the construction site.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Short-term emissions and odors will occur from construction vehicles and equipment during the active construction phases, including clearing and grading.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

NO

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: Passenger vehicles and construction vehicles and equipment will be properly maintained to comply with applicable emission control devices and air quality standards for exhaust emissions. Operational measures to increase fuel efficiency will be applied, and idling will be minimized and equipment turned off when applicable. Erosion control and dust control measures will be addressed as needed. BMPs to limit soil deposition on roadways will be implemented and active dust suppression measures will be evaluated and applied as needed. Dust during construction will also be controlled through street sweeping and wetting the construction area during dry weather.

3. Water

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

NONE

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

NO

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

NONE

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

NO

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

NO

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

NO.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

NO

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No waste will be discharged into the ground or sewer system.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Surface runoff after rain events flows easterly towards the site from the properties and road above, along Goodlander. Catch basins along Goodlander will direct some of the water to the city sewer system, and water entering the site will be treated by bioswales and other LID techniques. Rainwater and resident use runoff will be directed to raingardens and bioswales where it will be slowed and treated/filtered naturally. There could be some runoff from the undeveloped property above Selah Vista that would be directed by curbs and gutters to the main sewer inlets. After being slowed and treated with LID bioswales, any overflow surface water that is not infiltrated would eventually flow into the city wastewater system.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.
 It is possible that a vehicle could leak petroleum-based fluid onto the site, but unlikely.
 We will have absorbent pads on-site and will install catch basin inserts in case of spills.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site?
 If so, describe.
 NO, or drainage patterns will be improved. The site falls within the "Moderate" Aquifer Recharge Area.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Storm water impacts will be mitigated by curbs along the streets that will guide surface water to strategically placed bioswales. The LID bioswales will enhance and improve the drainage on the property. Selah receives very little precipitation – six to eight inches per year, with about half of that as snow. The Selah Vista bioswales are designed to accept water from a large storm event. During construction, spill containment from vehicles and equipment will be implemented to minimize releasing oil/gas into the storm drains.

4. Plants

a. Check the types of vegetation found on the site:

- ___deciduous tree: alder, maple, aspen, other – the only trees are on the two existing lots
 ___evergreen tree: fir, cedar, pine, other
 ___shrubs
 X grass
 ___pasture
 ___crop or grain
 X Orchards, vineyards or other permanent crops. a few trees remain from a defunct orchard, mainly on the existing lots which need boundary line adjustments
 ___ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 ___water plants: water lily, eelgrass, milfoil, other
 X other types of vegetation – sagebrush, shrub steppe (high desert) dryland plants

b. What kind and amount of vegetation will be removed or altered?

There is little existing vegetation other than grass and what is there will mostly be retained or replaced with natives such as:

Grasses and Flowering Plants: basin wildrye, Carey balsamroot, needle and threadgrass, big bluegrass, bluebunch wheatgrass, etc.

Trees, Shrubs: willow, western sumac, red elderberry, Russian olive, spirea, big sagebrush, etc.

- c. List threatened and endangered species known to be on or near the site.

NONE

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Native landscaping will be achieved using plants and trees that are either native or adaptive in the region. Because of the low precipitation in the area, landscaping will be mainly xeriscape with the exception of the shared common area. No structural fencing will be allowed, rather landscaped barriers will be installed.

- e. List all noxious weeds and invasive species known to be on or near the site. NONE

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Birds could include: sage grouse, kestrel, meadowlark, mourning dove, ruffed grouse, magpie, snipe, starling, killdeer, kingbird, blackbird and pheasant, turkey, quail, some neo-tropical/upland birds, raptors

Mammals near the site include: mice, voles, deer, coyotes, raccoons, and regionally, there are elk, deer, bighorn sheep.

Reptiles and amphibians are typically not on-site due to the lack of water.

- List any threatened and endangered species known to be on or near the site.

NONE known on the site, but regionally there are bald eagles, ferruginous hawks, golden eagles, greater sage grouse and Townsend's ground squirrel.

- b. Is the site part of a migration route? If so, explain.

Not that we are aware.

- d. Proposed measures to preserve or enhance wildlife, if any:

No structural fencing will be allowed, only vegetated separations between yards and properties. Vegetated fencing provides habitat for native/local species. Landscaping is native and/or adaptive to provide food and shelter for native species. Native landscaping will improve the site for wildlife since it now supports only grass.

- c. List any invasive animal species known to be on or near the site.

NONE known.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, **solar**) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Selah Vista is a net zero energy community that uses all-electric, powered entirely by the sun. We will use a combination of two community solar fields of approximately 800 and 700 panels along with solar panels on each individual home.

Solar energy will be generated by solar photovoltaics (PV). PV devices use solar cells to convert light from the sun to electricity. The PV cells are connected as a module, and modules are combined to make solar panels. Ours will be grouped into arrays on the solar field lot (about $\frac{3}{4}$ acre) and on individual home rooftops. This type of solar power is considered very clean and renewable because emissions associated with generating electricity from solar technologies are negligible and no fuels are combusted. The operation of the solar facility requires some cleaning of the panels, which uses small amounts of water. We are in the process of working with the local utility provider, Pacific Power, on how the grid-tied community power will be structured – that is, whether the utility will assume responsibility for maintenance of the solar or whether the HOA will assume responsibility. The homes use electricity for heat and all other domestic uses such as refrigeration, washing, water heating, garage door operation, and plug loads. The property faces south and every home is designed to accept solar panels in this region that experiences 300 sunny days per year.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

NO. Selah Vista does not impede solar access for any other sites.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Building envelopes are extremely energy efficient with R-40 walls and high R-value roofs and floors; slab perimeter insulation; Energy Star-rated windows; Energy Star-rated appliances; LED lighting, low-voltage home network that promotes/allows responsible management of all appliances and fixtures in the home.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

There is minor electric shock risk associated with the solar field and therefore it will be fenced to avoid accidents. There are no established or known levels of human exposure to power line magnetic fields which have been determined to be harmful. Electrical field (EMF) issues with DC solar panels are typically less than the typical AC fields in a home, and less than Earth's magnetic field; neither Washington State nor the Federal government regulates exposure to EMF. Additionally, grid-tied

inverters are rated to meet EMI (electro-magnetic interference) requirements to prevent interference with electronics and aircraft navigation equipment, etc. Power transmission lines will be underground.

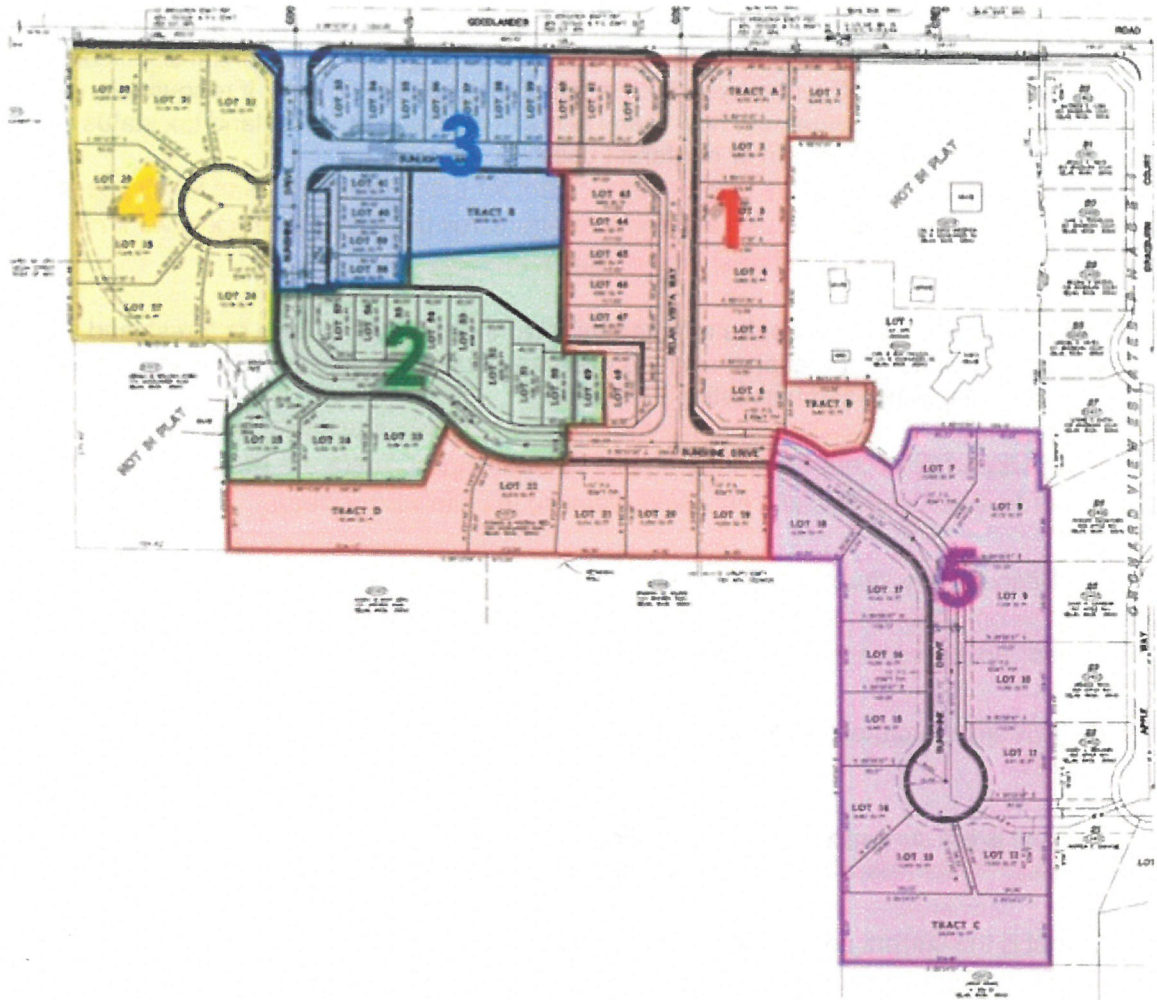
- 1) Describe any known or possible contamination at the site from present or past uses.
NONE known.
- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.
NONE known.
- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
NONE known.
- 4) Describe special emergency services that might be required.
NONE known.
- 5) Proposed measures to reduce or control environmental health hazards, if any:
 - Fencing around the solar field(s).
 - Selah Vista is a healthy community. We follow a "Red List" of toxic chemicals and products that are NOT used in the construction of the homes nor in the property development. The CC&Rs also require that homeowners/residents use no toxics on landscaping or in the homes after development.
 - Containment during construction of unlikely vehicle spills/leaks.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
The location is a quiet residential area. Mild traffic noise may be present in lots along Goodlander Road, and the shared commons area may have ambient noise from activities such as children playing; however, our construction methods include thick (12") walls and minimum double-pane windows that provide noise mitigation.
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
The project is phased and therefore some construction noise may be temporarily intermittently present for some homeowners and neighboring residents. However, construction methods are such that hammering is minimized and occurs mainly indoors after the walls are constructed. Earth moving is minimized as the community is designed to work with the existing topography. There would be

occasional noise from trucks and concrete pouring that would intermittently reach around 70 dBA; sporadically, levels could reach 110 if a hammer-drill is used.

Selah Vista Construction Phases



- 3) Proposed measures to reduce or control noise impacts, if any:
 Construction methods mitigate noise using materials with high insulative properties.
 The site is situated such that noise may be deflected downward away from the sloping site, over the homes below.

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.
The site is currently mostly vacant, with the exception of two existing homes for which we received lot line adjustments. The surrounding properties are mainly residential. Selah Vista should help maintain or increase property values in the area, and will contribute to continuity of residential uses in the area.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?
The Selah Vista site has been mostly vacant for many years. Parts of it have been orchard previously as there are some remnant fruit trees on existing lots within the parcel. It has not been forest land in recent memory.
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:
Selah Vista is a "healthy" community that uses no toxic chemicals, pesticides, herbicides, fertilizers, etc. in the homes or landscapes. There are no surrounding farm or forest businesses adjacent. Water leaving the site will be clean.
- c. Describe any structures on the site.
The only structures are part of the boundary line adjustment lots. Otherwise, there are not structures on the buildable property for Selah Vista.
- d. Will any structures be demolished? If so, what?
NO
- e. What is the current zoning classification of the site?
Selah Vista falls within R-1, residential, single-family zoning district in City of Selah.
- f. What is the current comprehensive plan designation of the site?
The comprehensive plan designation is Low Density Residential. The site falls within the Urban Growth Boundary for the city of Selah. Selah Vista is being built under the City of Selah's new Planned Development Ordinance. It is the first project applying for and being developed under the PDO.
- g. If applicable, what is the current shoreline master program designation of the site?
NA
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
NO
NOTE: If a slope is 15% or greater and the NRCS identifies the soils on that slope as unstable and having a high potential for erosion, it is considered an erosion hazard area, a critical area.

i. Approximately how many people would reside or work in the completed project?

Using typical household size of 2.7 people per household: $2.7 \times 60 = 162$ total residents

j. Approximately how many people would the completed project displace?

NONE

k. Proposed measures to avoid or reduce displacement impacts, if any:

NA

L. Proposed measures to ensure the proposal is compatible with existing and projected land

uses and plans, if any:

This property has been previously approved for development in 2016. Based on our discussions with city officials, the city views this community as a positive development for the community.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

NA

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, mid-
dle, or low-income housing.

Sixty (60) units of single-family housing would be provided in Selah Vista. There is a mix of housing types, for middle to higher income. Cottages are designed to be more affordable for new homebuyers or for limited income retirees. ADA/Aging-in-Place homes are designed for single-level living to accommodate seniors and handicapped. Custom homes are designed for higher incomes, larger families.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

NONE

c. Proposed measures to reduce or control housing impacts, if any:

This housing development will provide needed housing for a variety of residents and will therefore be a positive impact in the city. In addition, mitigation efforts to create a healthy living community that fosters health in the residents and native flora and fauna will also have benefit to the city.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The Selah Planned Development Ordinance limits the height to 35' and the highest structure will most likely be no more than approximately 30'. Exterior materials are limited to stucco, wood, metal, stone and glass. Standing seam metal roofs will have dark-colored solar panels on south-facing roof slopes.

- b. What views in the immediate vicinity would be altered or obstructed?

Views from the north, south, east and west will be altered. The site is on the downside of a slope and will not block the views from the surrounding homes, but homes in Selah Vista will be visible. Homes that are below the site will see homes stretched along the south border of the property. The solar field on the steep bank will also be visible from the south, below. Views will not be obstructed from the surrounding areas.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

We have established architectural design standards that meet aesthetic principles for housing and blend with the natural environment. The design standards are written into the CC&Rs for ongoing protection of the community aesthetics.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Selah Vista follows Dark Sky principles. Streetlights will be LED downlight fixtures to meet the code requirements for the city. Other lighting includes LED bollards for wayfinding along pathways in the central commons area. No glare will be produced from either light. Solar panels produce almost no glare as they are designed to be anti-reflective and absorb sunlight, and they are on the south facing roofs, not visible from the community itself and high above the city so not an optical issue. Interior lights within the homes will be used by residents as needed and could be visible from distances.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

NO

- c. What existing off-site sources of light or glare may affect your proposal?

NONE

- d. Proposed measures to reduce or control light and glare impacts, if any:

NA

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

In Selah Vista itself, there are several common open space areas, including pocket parks to promote recreational activities within the community. McGonagle Park provides ballfields nearby. Not far is a country club, the Yakima River and Yakima Canyon for boating, fishing, and swimming. A ski resort is an hour away. There are also five schools nearby, within a mile.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

NO

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

The central shared commons area is designed to be a community place to recreate with a play area for children, accessible pathways to walk and run, or wheel in a wheelchair/walker. There will be sidewalks along all roadways within Selah Vista. The pocket parks areas provide open space for enjoyment by residents. There are also sidewalks leading to the town itself, about a mile away.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

NONE known.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

NONE known.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Historical memory of the local residents. The land has been disturbed for many years; however, should archaeological materials (e.g. bones, shell, stone tools, beads, ceramics, old bottles, hearths, etc.) or human remains be observed during project activities, all work in the immediate vicinity should stop and the state Department of Archaeology and Historic Preservation will be notified.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

NA

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Selah Vista is accessed by a main road in the city: Goodlander Road. The streets built for the community will be public access. There will be approximately 2500 lineal feet of roadway, 30' wide, plus two cul de sacs. The roads in Selah Vista are not through-roads and do not provide access to any roads other than Goodlander.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Yakima Transit Bus Route 10 extends to Selah Loop and Goodlander Road now, about a half-mile away – we will request an extension west on Goodlander to Selah Vista and other adjacent housing developments.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

This project would not eliminate parking. The community will have 11 public parking spaces on the central commons area. In addition, there will be 7 reserved spaces for four ADA cottages that face the commons area. Each of 16 duplex cottages and six single family aging-in-place homes, and all custom homes will have a minimum of 2 garage spaces plus two driveway spaces. The east side ADA cottages have 2 garage space plus two driveway spaces each. The total number of parking spaces is a minimum of 253. There will also be on-street parking along Sunlight Lane and Sunshine Drive. The custom homes could change the numbers slightly and we will ensure that all parking complies with the development standards for the City of Selah.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

This project will build approximately 2500' of new roadway. Sunlight Lane in front of the north-side duplex cottages will be a "feature" road to establish it as a "Woonerf" or living street. This road will be accessible by children/parents crossing from the northside cottages to the commons park and therefore it requires special treatment (possibly color or signage) so that drivers are more aware that activities besides driving occur here. All streets have sidewalks, most on both sides of the road (one side is required). There are also pathways in the shared commons area, designed to accommodate pedestrians and wheelchairs (the ADA/AIP housing is adjacent).

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

NO

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Estimated trips per day = 403 based on Institute of Transportation Engineers (ITE) 9th Edition Trip Generation Manual. Selah Vista has a total of 60 dwelling units, including 25 single family homes, 16 duplex cottages (8 units), 13 free-standing elderly/ADA cottages, and 6 elderly/ADA homes. The different housing types use different daily traffic rate multipliers as follows: SF equals 9.57; townhouses equal 5.81, and elderly equals 3.71. Using those ITE figures for daily trips, SF equals 239.25, duplexes equal 92.96 and elderly homes equal 70.49 trips per day. Peak volumes would most likely be morning, early afternoon (school pick-ups), and evening. Truck traffic would be rare, resulting mainly from deliveries.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

NO

- h. Proposed measures to reduce or control transportation impacts, if any:

There are two roads into the development. All driveways are located within the development and not on the main road (Goodlander). Because Selah Vista is a solar powered electric community, we will encourage and facilitate electric vehicles. Homes will be charging-ready with optional battery storage for EVs.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Yes, fire protection needs would necessarily increase with the addition of 60 new homes. There is adequate water at the site: two water connections at Goodlander are 48 psi and 65 psi and can deliver 1,000 gallons per minute. Police would add this community to the patrol area. For the local public transit bus system, we will request an extension west on Goodlander to Selah Vista and other adjacent housing developments; it already stops a half-mile away. There are five existing schools within about a mile of Selah Vista.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

NONE

16. Utilities

- a. Circle Highlight utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,

other **cable TV**

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electricity: We are working with PacifiCorp power provider on setting up a microgrid or similar idea with this solar community. We don't know yet how it will be arranged.

Water: The city has placed two municipal water connections at Goodlander Road that will feed the community. We might collect rainwater and, if we are able, will collect runoff that goes into the bioswales for irrigation.

Sewer: The city has placed a new sewer connection on the eastern end of the property at Goodlander Road, and there are two existing ones – one farther east n Goodlander and one adjacent to Apple Way to the east of the the property.

Phone/Data: The homes will be networked for security, monitoring of the solar power system, lighting, etc.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee **Steve Weise**

Position and Agency/Organization **Leading Force Development, LLC**

Date Submitted: **02/28/2017**



CITY OF SELAH

Community Development
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Affidavit of Posting

The following MUST be attached to this affidavit:

Photo of the posting on site or map showing location sign was posted.

Application No: _____ Project Name: Selah Vista Long Plat

I, Leanne Liddicoat, representative for the above-referenced project, do hereby verify that on January 24, 2021 I posted a sign at 1108 W. Goodlander, relating to the above-referenced project at the site in a location that complies with the City of Selah requirements.

Representative Name: Leanne Liddicoat

Representative Signature: Leanne Liddicoat (sign in front of notary)

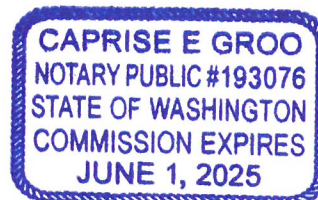
Subscribed and sworn to before me this 24th day of January, 2021

Caprise E. Groo

NOTARY PUBLIC in and for the State of
Washington, residing at:

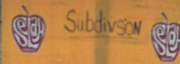
June 1, 2025

My Commission expires on:





LAND USE ACTION
PROPOSAL
FOR THIS SITE



CONTACT
THE CITY OF SELAH
509-698-7365



CITY OF SELAH

Community Development
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Affidavit of Mailing

Application No: **PLP-2024-001**

Project Name: **Selah Vista Phase 2, 3, 4**

I, Steve Zetz, Community Development Supervisor for the City of Selah, being first duly sworn on oath dispose and says:

I am an employee of the City of Selah, 222 South Rushmore Road, Selah, Washington; that I did on January 23, 2025, caused to be mailed, 81 envelopes, 4 pages each, containing a true and correct copy of the Notices and Documents attached which are notifying the public of a 29 Lot Preliminary Plat and Environmental Review with the correct first-class postage and addressed to all property owners within a 300-foot radius of the identified project area.

A copy of the mailing list is herin attached.

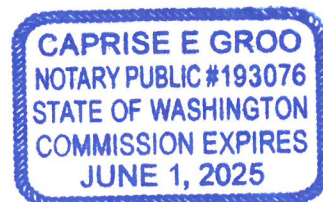
Signed

Subscribed and sworn to before me this 23rd day of January, 2025

NOTARY PUBLIC in and for the State of
Washington, residing at:

June 1, 2025

My Commission expires on:



AFFIDAVIT OF PUBLICATION



Steve Zetz
City Of Selah
115 W Naches Avenue
Selah WA 98942

STATE OF WASHINGTON, COUNTIES OF YAKIMA

The undersigned, on oath states that he/she is an authorized representative of Yakima Herald-Republic, Inc., publisher of Yakima Herald-Republic and El Sol de Yakima, of general circulation published daily in Yakima County, State of Washington. Yakima Herald-Republic and El Sol de Yakima have been approved as legal newspapers by orders of the Superior Court of Yakima County.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

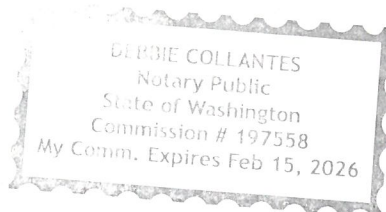
01/23/2025

Agent Monica Fritcher Signature Monica Fritcher

Subscribed and sworn to before me on 01/23/2025

Debbie Collantes Debbie Collantes
(Notary Signature) Notary Public in and for the State of Washington, residing at Yakima

Publication Cost: \$350.00
Order No: 91518
Customer No: 23209
PO #:



Publication Cost: \$350.00
Order No: 91518
Customer No: 23209
PO #:

**City of Selah
NOTICE OF COMPLETE APPLICATION,
ENVIRONMENTAL REVIEW,
& NOTICE OF PUBLIC HEARING**

DATE: January 15, 2025

TO: Applicant, Adjoining Property Owners, and SEPA Agencies
FROM: Steve Zetz, Community Development Supervisor

SUBJECT: Notice of Application and request to adopt a previous State Environmental Policy Act (SEPA) Checklist application for a 29 lot multi-phase subdivision in Selah, WA 98942.

APPLICATION INFORMATION

File Numbers: PLP-2024-001

Project Description: On December 30, 2024, the City of Selah Planning Department received applications for a Preliminary Long Plat, a request to adopt a previous State Environmental Policy Act Checklist. The developer is proposing a Preliminary Long Plat which had been previously approved however it has expired prior to completion of the phasing. This project covers phase 2, 3, and 4 of the previously approved but expired preliminary plat.

Project Location: Project is generally located south of Goodlander Way and West of Selah Vista Way. It consists of three parcels.

Tax Parcel Numbers: 18143521488, 18143521490, 18143521489

Project Applicant: Selah Enterprises LLC
1909 W Lincoln Ave Suite 1
Yakima, WA 98902

Determination of Complete Application: This application was determined complete for processing on January 15, 2025. The decision on this application will be made within one-hundred twenty days of the determination of complete application.

Approvals, Actions, and Required Studies: SEPA Checklist and Preliminary Plat Map

Environmental Review: The City of Selah is the lead agency for this proposal under the State Environmental Policy Act (SEPA). The City has reviewed the proposal for probable adverse environmental impacts and is adopting a previous Environmental Review and Determination of Nonsignificance (DNS). The process in WAC 197-11-600 is being used. This may be your only opportunity to comment on the environmental impacts of the proposal. After all comments have been received and considered, a threshold determination will be made without an additional comment period. The comment period shall begin **January 23, 2025** and comments must be received by **5:00 PM February 7, 2025**. A copy of the determination will be sent to those who comment or may be obtained upon request. The determination will have specific appeal information and may be appealed within five business days of issuance.

Request for Written Comments on the Proposal: Written comments concerning the proposed Preliminary Plat will be accepted until the close of the public hearing. You may mail your comments to Selah Planning Department, 222 So. Rushmore Road, Selah, WA 98942, send them by fax to (509) 698-7372 or by e-mail to Stephen.zetz@selahwa.gov.

Notice of Open Record Public Hearing: These applications require that the City of Selah Planning Commission conduct an open record public hearing regarding the applicant's Preliminary Long Plat. This public hearing has been scheduled for **February 18, 2025**, beginning at **5:30 PM**, in the Council Chambers, City Hall, 115 W. Naches Ave. Any person desiring to express their views on this matter are invited to attend the public hearing or to submit their written comments to the above address. All interested persons may appear and provide testimony on the application. SMC 21.09.050, & SMC 10.06.040, are pertinent to the hearing procedure. At the conclusion of the public hearing, the Planning Commission will consider the matter and issue a recommendation to the City Council for approval, approval with conditions, or denial of the Preliminary Long Plat.

Application information including the adopted SEPA environmental checklist and maps detailing the proposal are available during regular business hours at the Planning Department at 222 South Rushmore Road, Selah, Washington 98942. The staff report will be available approximately one week before the hearing. Contact the Planning Department with project, procedural or environmental questions.

Dated January 15, 2025

Publication Date: January 23, 2025 Yakima Herald Republic

Steve Zetz,
Community Development Supervisor

(91518) January 23, 2025



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 3/11/2025

Agenda Number: 14A

Action Item

Title: Ordinance Repealing Selah Municipal Code Chapter 4.30

From: Rob Case, City Attorney

Action Requested: Approval. (A first presentation occurred on February 25, 2025.)

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None by this action

Funding Source: N/A

Background/Findings/Facts: This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

SMC Chapter 4.30 is labeled “Admission Tax”. It was enacted in 2003 via Ordinance No. 1598. However, it has always been quite narrow in scope and it will never generate significant tax revenues. There is no compelling reason to retain it. City staff believes it should be negated rather than enlarged in scope and/or increased in amount.

Recommended Motion: I move to approve the proposed Ordinance in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

ORDINANCE NO. 2249

ORDINANCE REPEALING SELAH MUNICIPAL CODE CHAPTER 4.30

WHEREAS, City staff has recommended that Chapter 4.30, labeled "Admission Tax", of the Selah Municipal Code (SMC) should be fully repealed; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Repeal of SMC Chapter 4.30. That SMC Chapter 4.30, which presently reads as follows:

Chapter 4.30 ADMISSIONS TAX

Sections:

- 4.30.010 Definitions.
- 4.30.020 Tax levied on admissions.
- 4.30.025 Determination of amount and penalties.
- 4.30.030 Collection – Remission to clerk-treasurer.
- 4.30.040 Application and reporting.
- 4.30.050 Violations.
- 4.30.060 Exemption.

- 4.30.010 Definitions.

For the purposes of this chapter, words and phrases shall have the following meanings:

(1) "Admission charge" includes:

- (a) A charge made for season tickets or subscriptions;
- (b) A cover charge, or a charge made for use of seats and tables reserved or otherwise, and other similar accommodations;
- (c) A charge made for food and refreshment in any place where free entertainment, recreation or amusement is provided;
- (d) A charge made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is charged, the combined charges shall be considered as the admission charge;

(e) Automobile parking charges if the amount of the charge is determined according to the number of passengers in the automobile.

(2) "Place" includes but is not limited to dance halls, public pools, auditoriums, fairs, circuses, athletic facilities, movie theaters, and meeting halls. "Place" shall not include any activity of any elementary or secondary school or any public facility of a public facility district under Chapter 35.57 or 36.100 RCW for which a tax is imposed under RCW 35.57.100 or 36.100.210, except for purposes of this definition, admission tax will also be imposed, pursuant to RCW 35.21.280, on public facilities located within the city so long as the city uses the tax revenue for the construction, operation, maintenance, repair, replacement or enhancement of that particular public facility or to develop, support, operate, or enhance programs offered in that particular public facility.

4.30.020 Tax levied on admissions.

There is hereby levied and shall be collected a tax of five percent (one cent on twenty cents or fraction thereof), of the amount paid for admission, by all persons who pay an admission charge to enter any place. (Ord. 1598, § 1, 2003.)

4.30.025 Determination of amount and penalties.

(a) The tax here imposed shall be in the amount of five percent on each admission or entertainment charge.

(b) Cabarets and Similar Places. The admission charge to any cabaret, private club conducting cabaret activities, or any similar place of entertainment is deemed to be the total amount charged as an admission charge, a cover charge, and/or a charge made for the use of seats and tables reserved or otherwise, and other similar accommodations. A minimum drink or participation cost in lieu of a cover charge is deemed a taxable event.

(c) Signs Posted. Whenever a charge is made for admission to any place, a sign shall be posted in a conspicuous place on the entrance or ticket office stating that a five percent city admission tax is included in the admission charge.

4.30.030 Collection – Remission to clerk-treasurer.

(a) The tax imposed hereunder shall be collected from the person paying the admission charge at the time the admission charge is paid and such taxes shall be remitted by the person collecting the tax to the clerk-treasurer in monthly remittances on or before the last day of the month succeeding the end of the monthly period in which the tax is collected or received and accompanied by such reports as the clerk-treasurer shall require.

(b) Any person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the clerk-treasurer may require, showing the amount of the tax upon admissions for which he is liable for the preceding monthly period, and shall sign and transmit the same to the clerk-treasurer with a remittance for the amount; provided, that the clerk-treasurer may at his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable.

(c) If the return provided for herein is not made and transmitted and the tax is not collected and remitted to the city by the last day of the month succeeding the end of the month in which the tax was collected, the clerk-treasurer shall add a penalty of ten percent of the tax per month or fraction thereof for each month overdue, which shall be added to the amount of the tax due, and remitted in the same manner.

(d) Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature or there exists a reasonable question of financial responsibility, of which the clerk-treasurer shall be the judge, the clerk-treasurer may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions.

(e) Every person liable for the collection and payment of the tax imposed by this ordinance shall keep and preserve for a period of five years all unused tickets, ticket manifests, books and all other records from which can be determined the amount of admission tax which he was liable to remit under the provisions of this ordinance, and all such tickets, books and records shall be open for examination and audit at all reasonable times by the clerk-treasurer or his duly authorized agent.

4.30.040 Application and reporting.

(a) Any person conducting or operating any place for entrance to which an admission charge is made shall procure from the city an annual certificate of registration, the fee for which shall be one dollar, and shall be posted in a conspicuous place where tickets of admission are sold or the activity occurs. Annual renewals will be provided without a fee.

(b) The applicant for a certificate of registration shall furnish the clerk-treasurer with the application, with the name and address of the owner, lessee or the custodian of the premises upon which the amusement is to be conducted, and such owner, lessee or custodian shall be notified of the issuance of such certificate and of his joint liability for collection and remittance of such tax.

(c) The clerk-treasurer shall have the power to adopt rules and regulations not inconsistent with the terms of this ordinance for carrying out and enforcing the

payment, collection and remittance of the tax herein levied, and a copy of the rules and regulations shall be on file and available for public examination in the clerk-treasurer's office.

4.30.050 Violations.

(a) Violation a Misdemeanor. Each violation of or failure to comply with the provisions of this chapter constitutes a separate offense and is a misdemeanor.

(b) Collection of Tax by Civil Action. Any fee or tax due and unpaid and delinquent under this ordinance and all penalties thereon, may be collected by civil action, which remedies shall be in addition to any and all other existing remedies.

(c) Violators Designated. Any person who directly or indirectly performs or omits to perform any act in violation of this ordinance, or aids or abets the same, whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such violation is and shall be a principal under the terms of this ordinance and may be proceeded against as such.

4.30.060 Exemption.

(a) Notwithstanding any provisions of this chapter to the contrary, any admission charge associated with the civic center shall not be subject to the provisions of this chapter and shall not be taxed pursuant to the provisions of this chapter.

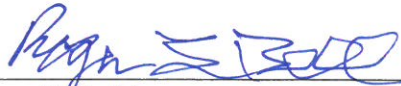
; shall be and hereby is fully repealed.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), Chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

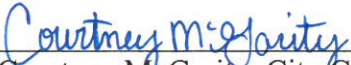
Section 4. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 11th day of March, 2025.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney